



BOT Regular Workshop and Meeting May 3rd, 2023

Town of Lake City

May 3, 2023 at 5:00 PM MDT to May 3, 2023 at 8:00 PM MDT

230 N. Bluff Street Armory Multi-Purpose Room

Agenda

I. Workshop 5:00pm

A. Upper Gunnison River Water Conservancy District Presentation about their Wildfire and Geo-fluvial Assessments and an Update on Ongoing District Activities - 1 Hour

B. Review of Emergency Facilities and Land Use Agreement with Colorado Division of Fire Prevention and Control

C. Review of Application for Transfer of Ownership of Tavern (City) Liquor License at 310 N. Silver Street from Alpine Sun LLC to Creekside Concepts LLC (Packers Saloon and Cannibal Grill)

D. Review of Triple Point WWTP Equipment Package Purchase Agreement

II. Regular Meeting 7:00pm

A. Call To Order

B. Roll Call

C. Public Hearing for 890 South Water Street Short Term Rental Application - 7:05pm

1. Discussion and Possible Action to Approve, Approve with Conditions, or Deny 890 South Water Street Short Term Rental Application

D. Executive Session Pursuant to CRS 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations regarding the 3rd Street Construction Project

E. Minutes 4/19/23

F. Bills Payable 5/3/23

G. Employee Reports

1. Parks and Recreation Report (Ben Hake)

2. Public Works Report (Jameson Johnston)

3. Town Clerk (Jonathan Broadway)

4. Town Manager Report (Lex Mulhall)

5. Building Official Report (Gabe McNeese)

6. Sheriff's Report (Chris Kambish)

7. Legal Update (Krob)

8. Mayor/Trustee Reports

H. Correspondence Received

I. Citizen Communication

J. Additions to the Agenda

K. Action Items

- 1. Discussion and Possible Action to Approve Emergency Facilities and Land Use Agreement with Colorado Division of Fire Prevention and Control**
- 2. Discussion and Possible Action to Approve Transfer of Ownership of Tavern (City) Liquor License at 310 N. Silver Street from Alpine Sun LLC to Creekside Concepts LLC (Packers Saloon and Cannibal Grill)**

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 02/2021

INCIDENT AGENCY (name, address, phone number) <u>Colorado Division of Fire Prevention and Control</u> 690 Kipling Street, STE 2000 Lakewood, CO 80215 303-239-4600	Page 1 of 3 AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER:
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EFFECTIVE DATES		
a. beginning: 01/01/2023		b. ending: 12/31/2023

OWNER (name, address, phone number-include day/night/cell) POINT OF CONTACT (if applicable): EMAIL: PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or DUNS: REGISTERED IN SAM.GOV: <input type="checkbox"/> Yes or <input type="checkbox"/> No, Vendor Code Information Worksheet attached EIN/SSN (only if not in SAM): County: _____ State: _____ Township: _____ Range: _____ Section:	INCIDENT NAME: <u>Lake City training</u> INCIDENT NUMBER: <u>NA</u> RESOURCE ORDER NUMBER: <u>S- NA</u> MODIFICATION No/DATE: <u>#1 3/28/2023</u> MODIFICATION State Gov. Rep. Initials: _____
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TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):

SMALL BUSINESS
 LARGE BUSINESS
 SMALL DISADVANTAGED OWNED
 WOMEN OWNED
 HUBZONE
 SERVICE DISABLED VETERAN
 PUBLIC ENTITY
 GOVERNMENT
 OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land for use as: Area to be used for helicopter takeoff and landings in the event for planned training exercises.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

The land to be used for Helicopter Operations is open ground owned and operated by local government of Lake City Colorado. The primary location includes but not limited to is the city park located at 38° 1.500'N X 107° 18.960'W. No facilities are needed. Parking for approximately 10 vehicles and access to drive directly to the landing area would be required.

RATE: For each day that the land/facilities are used, the State will pay the rate of X or as indicated below. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ X , regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$ X . Payment shall be in accordance with the Incident/Agency payment procedures.

Rate breakout: These training events will not incur any charges. No services will be need or supplied

UTILITIES AND SERVICES:

The above rate includes utility charges for the following: Fuel ELECTRICITY WATER TOILET SUPPLIES JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges.

RESTORATION: No restoration shall be required for normal wear and tear. Restoration may be required in the event of substantial damage requiring grading or re-sodding of the park. Such restoration shall be at the discretion of the Town and only if necessary.

ALTERATIONS: Landing area will be cleared of any debris for safe helicopter operations. Other manmade objects that could be damaged will be moved/secured and will be returned to their original placement upon completion of the training.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: _____.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMINIFCATION: The Colorado Department of Public Safety (CDPS) , Division of Fire Prevention and Control (DFPC) is self-insured and does not have the authority to indemnify and hold harmless the (land owner), from any and all claims, liabilities, losses, damages, charges, etc. The (land owner) does not have the authority to indemnify and hold harmless the CDPS/DFPC from any and all claims, liabilities, losses, damages, charges etc. The (land owner) will be responsible for errors, omissions and negligence of its employees. The State will be responsible for errors, omissions and negligence of its employees to the extent provided by State Statutes.

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features, which help describe the area.

Loss, Damage or Destruction: The State will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, if no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

PROCUREMENT OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

PHONE NUMBER:

PHONE NUMBER:

EMAIL:

EMAIL:

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/ condition immediately prior to the State's occupancy. Refer to attached checklist.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	STATE GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

POST-USE INSPECTION: Description of photos/ condition immediately following the State's occupancy.

NO DAMAGE NO CLAIMS

TOTAL AMOUNT DUE \$ 0.00

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the State from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	STATE GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

Attachment 2

The Colorado Division of Fire Prevention and Control (DFPC) is seeking to conduct Helicopter operations training on the Town of Lake City lands. This request is considered on a “casual use” basis, similar as defined in 43 CFR 2801.5 (b). Casual use means activities ordinarily resulting in no or negligible disturbance of the public lands, resources, or improvements.

We, the DFPC, have determined that to meet the criteria of casual use, the following guidelines must be followed to ensure that the casual use criteria are always satisfied during the activities on public lands:

- 1)** At the start of each training year DFPC will coordinate with a designated employee with the Town of Lake City to ensure a current Project Aviation Safety Plan is prepared and on file.
- 2)** DFPC will notify Montrose Interagency Dispatch the day of operations to coordinate activities and determine if other aviation operations are being conducted in the area.
- 3)** DFPC will give notice of any shut down, emergency landing or accident occurring on public lands as soon as possible and not exceeding 24 hours following the event. This notice designated employee with the Town of Lake City. Written record of the incident will be provided within three working days.
- 4)** Casual use of helicopter training sites may occur between 09:00 and 16:00.
- 5)** During all training periods, surface operations will be limited to landing and takeoff, and will not involve any ground training or alteration of the terrain or surrounding vegetation.
- 6)** DFPC will ensure that the pilots do not to use helicopter training sites while people are in the area.
- 7)** DFPC will ensure that pilots do not use helicopter training sites when wildlife (particularly big game such as, elk, deer, pronghorn, and bighorn sheep) or livestock are present. Presence of wildlife and livestock is defined as visual observation within 2,500 feet of the training site.
- 8)** The use of chaff, flares, or any type of pyrotechnics are prohibited.
- 9)** The Town of Lake City will notify DFPC when there is implementation restrictions or other land closures. All activity and use of the helicopter training sites within the boundaries of the restricted area will cease immediately until these restrictions are rescinded.
- 10)** Pilots will be aware and avoid any temporary flight restrictions (TFRs) or other areas where there is smoke, fire, or other activities associated with fire management unless otherwise requested to respond. If a pilot identifies a wildfire, they are to report it immediately to the Montrose Interagency Dispatch Center at 970-249-1010 or via radio communication.
- 11)** DFPC will coordinate with the Town of Lake City prior to any media release concerning use on city-managed lands.
- 12)** Any cost, loss, or damage associated with use of public managed lands by DFPC will be the full responsibility of DFPC. Any necessary clean-up will be coordinated with the Town of Lake City and will meet or exceed given standards.

13) Adjustments to the criteria, guidelines, or conditions may be imposed, should the city determine that activities associated with DFPC's helicopter operations are creating conflicts with other public use or impacting resources beyond those anticipated under casual use of the public land. These adjustments may include, but are not limited to, additional restrictions or suspension of the training site use. DFPC will immediately comply with the written notice from Town of Lake City. This letter will serve as evidence that DFPC has coordinated with the Town of Lake City for the use of the identified public lands under the guidelines noted above. No right-of-way grant, temporary use permit, or other form of authorization is required for casual use of public land. Bear in mind, that casual use establishes no rights in the public land and use by DFPC is considered on a case-by-case basis. This casual use recognition is temporary and pertains only the training period starting March 30, 2023 and ending on December 31, 2023. If continued training will be needed after this time-frame, additional coordination will be needed to determine if all the original parameters and the casual use of public lands conditions still apply. In addition, any changes to the status of the identified land, desired training locations, operating procedures or adjustments to the guidelines needed by either the Town of Lake City or DFPC of the training will necessitate an evaluation of the casual use of public lands circumstances.

PACKER SALOON & CANNIBAL GREN
ALPINE SUN, LLC TO CREEKSIDE CONCEPTS, LLC

Document Checklist Transfer of Ownership

Town of Lake City

Jonathan Broadway
Town Clerk

970.944.2333 / townclerk@townoflakecity.co

- Each item listed below are required for a complete application.
- Please be sure entire application and supporting documentation is single sided.

- Colorado Liquor Retail Liquor License application (DR8404).
- Wholesaler Affidavit of Compliance
- Transfer Affidavit
- Deed (or) Lease. The lease must match the applicant's name on the DR8404, question #2.
- Floor diagram of premises (8½" x 11" only).
 - Must be an exact representation of the licensed premise.
 - Include length and width of exterior walls only.
 - Include bars, walls, partitions, entrances/exits, storage.
 - North orientation.
 - Separate diagram for each floor (if multiple levels).
 - Need not be to scale.
 - Exterior areas must show type of fencing, walls, etc.
- Purchase agreement, stock transfer agreement, loan documentation, promissory notes, etc.
- Individual History Record (DR 8404-I).
- Authorization and Consent form.

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~~ASK ABOUT EXISTING ALCOHOL PERMITS OR SALES~~

~~ASK ABOUT APPLICABLE FEES~~

DATE OF LOCAL AUTHORITY HEARING

~~FOR REVIEW AND APPROVAL~~



Electronic Fingerprinting: You can use either site listed below:

- www.coloradofingerprinting.com, set up an account to schedule an appointment to get fingerprinted using **6178LLQH** as the CBI unique ID.
- www.uenroll.identogo.com, enter code **25YQ6K** on the first screen, then click on schedule or manage appointment and follow the instructions. The unique CBI code for this business is **CONCJ6178**.

Corporate/Ownership Documents

S-Corporations:

- Certificate of Good Standing dated within last two years.
- Articles of Organization.

OR

Partnership Documents:

- Attach partnership agreement (except for husband-wife partnerships).
- Attach Certificate of co-partnership (if applicable).

OR

Limited Liability Company Documents:

- Attach Certificate of Good Standing dated within last two years.
- Attach articles of organization (acknowledged by Secretary of State).
- Attach copy of operating agreement (required if OTHER than sole member LLC or husband and wife LLC)

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [SBG Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
 FEIN Number
 Creekside Concepts LLC
 [REDACTED]

2a. Trade Name of Establishment (DBA)
 State Sales Tax Number
 Business Telephone
 Packer Saloon + Cannibal Grill (Alpine Sun LLC)
 95581993-0000
 970 944 4144

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 310 N Silver Street

City
 County
 State
 ZIP Code
 Lake City
 Hinsdale
 CO
 81235

4. Mailing Address (Number and Street)
 City or Town
 State
 ZIP Code
 PO Box [REDACTED]
 Lake City
 CO
 81235

5. Email Address
 creeksideconceptsllc@outlook.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) <u>Alpine Sun LLC</u>	Present State License Number <u>103-03-231</u>	Present Class of License <u>Tavern City</u>	Present Expiration Date <u>9-16-23</u>
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Section A <u>Alpine Sun LLC</u> Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input type="checkbox"/> Application Fee for New License \$1,100.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00 <input checked="" type="checkbox"/> Application Fee for Transfer \$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input type="checkbox"/> Manager Registration - H & R \$30.00 <input type="checkbox"/> Manager Registration - Tavern \$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$30.00 <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input checked="" type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00
Section B Liquor License Fees* <input type="checkbox"/> Add Optional Premises to H & R \$100.00 X Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total _____ <input type="checkbox"/> Add Sidewalk Service Area \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$438.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$800.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$800.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50	

* Note that the Division will not accept cash

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Name	Type of License	Account Number
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7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes No

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

a. Been denied an alcohol beverage license?

b. Had an alcohol beverage license suspended or revoked?

c. Had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.

10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? or
 Waiver by local ordinance?
 Other: _____

11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?
 b. Are you a Colorado resident?

14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)?
 If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.

15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?
 Ownership Lease Other (Explain in Detail) _____
 a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

Landlord	Tenant	Expires
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b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.
 c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name Votruba	First Name Joshua	Date of Birth [REDACTED]	FEIN or SSN [REDACTED]	Interest/Percentage 50%
Last Name Votruba	First Name Amber	Date of Birth [REDACTED]	FEIN or SSN [REDACTED]	Interest/Percentage 50%

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:
 Has a local ordinance or resolution authorizing optional premises been adopted? _____
 Number of additional Optional Premise areas requested. (See license fee chart) _____

18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Name	Type of License	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? Yes No
 If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? Yes No
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? Yes No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes No

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education? Yes No
 b. Is the applicant a person who contracts with the institution of higher education to provide food services? Yes No
 If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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26. Tax Information. Yes No
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No
 b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Joshua Votruba	312 N Silver St Lake City CO	[REDACTED]	owner	50
Amber Votruba	312 N Silver St Lake City CO	[REDACTED]	owner	50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
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** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Amber Votruba Owner	Date 4.13.2023
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 04.13.2023	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes No

Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for TOWN OF LAKE CITY	Telephone Number 970-944-2333	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Print JONATHAN BROADWAY	Title TOWN CLERK
Signature	Print	Date 04.14.2023
Signature	Print	Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Joshua Votaw am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Creekside Concepts LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Creekside Concepts LLC</u>		Social Security Number/Tax Identification Number 	
Address <u>PO Box 670</u>			
City <u>Lake City</u>		State <u>CO</u>	Zip <u>81230</u>
Home Phone Number 		Business/Work Phone Number <u>970 944 4144</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Josh Votaw</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>4/13/23</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act. 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Creekside Concepts LLC	Home Phone Number [REDACTED]	Cellular Number
2. Your Full Name (last, first, middle) Votawba Joshua Nathan	3. List any other names you have used	
4. Mailing address (if different from residence) [REDACTED] Lake City CO 81235	Email Address [REDACTED]@outlook.com	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current [REDACTED]	Newark TX 76071	10-1-22	present
Previous [REDACTED]	Fort Worth TX 76177	1-1-19	10-1-22

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
MSC	75 Matess Melville NY 11747	KASC	3-1-21	present
Levy Restaurants	980 N Michigan Ave Chicago IL 60601	FE B	3-1-11	3-1-19

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth Austin Texas d. U.S. Citizen Yes No

e. If Naturalized, state where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height 6'2" m. Weight 205 n. Hair Color Brown o. Eye Color Blue p. Gender m q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # [redacted] State TX

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 1.296 million

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 645,000

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash	checking	Bannison Bank & Trust	150,000

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Seller Finance	925 Ocean Wave Drive	20 yrs	Title	1,140,000

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature [Signature] Print Signature beck Votruba Title Partner Date 3/15/20

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Creekside Concepts LLC	Home Phone Number [REDACTED]	Cellular Number [REDACTED]
2. Your Full Name (last, first, middle) Votruba Amber Glana	3. List any other names you have used Byrd Mauch	
4. Mailing address (if different from residence) [REDACTED] Lake City CO 81235	Email Address [REDACTED]@outlaw.com	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current [REDACTED]	Newark TX 76071	10-1-22	present
Previous [REDACTED]	Fort Worth TX 76177	1-1-19	10/22

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Belk	9488 Sarge Meadow Trail Fort Worth TX 76177	merchandise	2018	present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth Gillette Wyoming d. U.S. Citizen Yes No

e. If Naturalized, state where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height 4'9" m. Weight 115 n. Hair Color Brown o. Eye Color Brown p. Gender F q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # [redacted] State WY

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 1.290 million

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 645,000

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
cash	checking	Gunnison Bank Trust	150,000

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

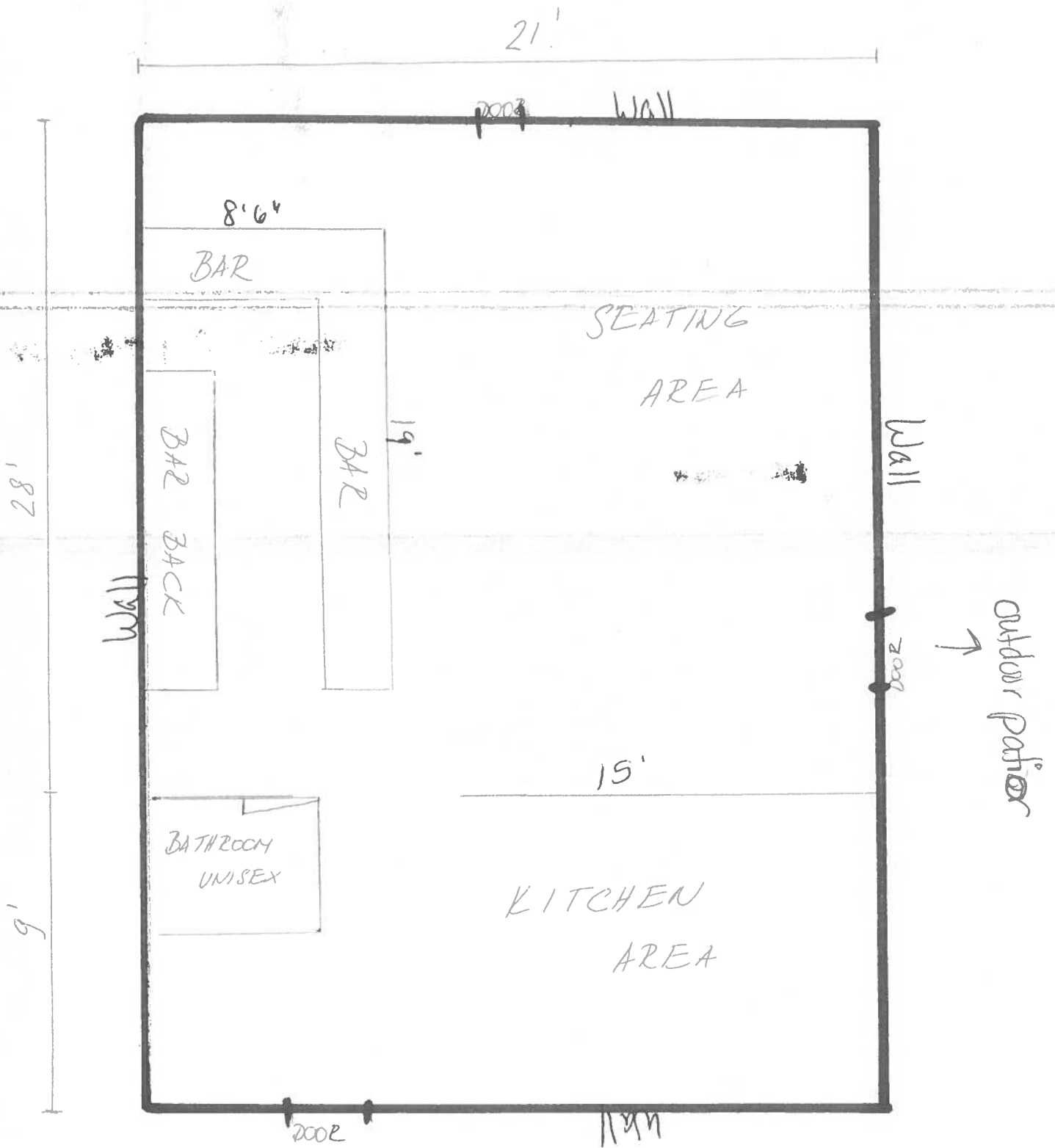
e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Seller Finance	925 ocean wave	20 yrs	Title	1,140,000

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

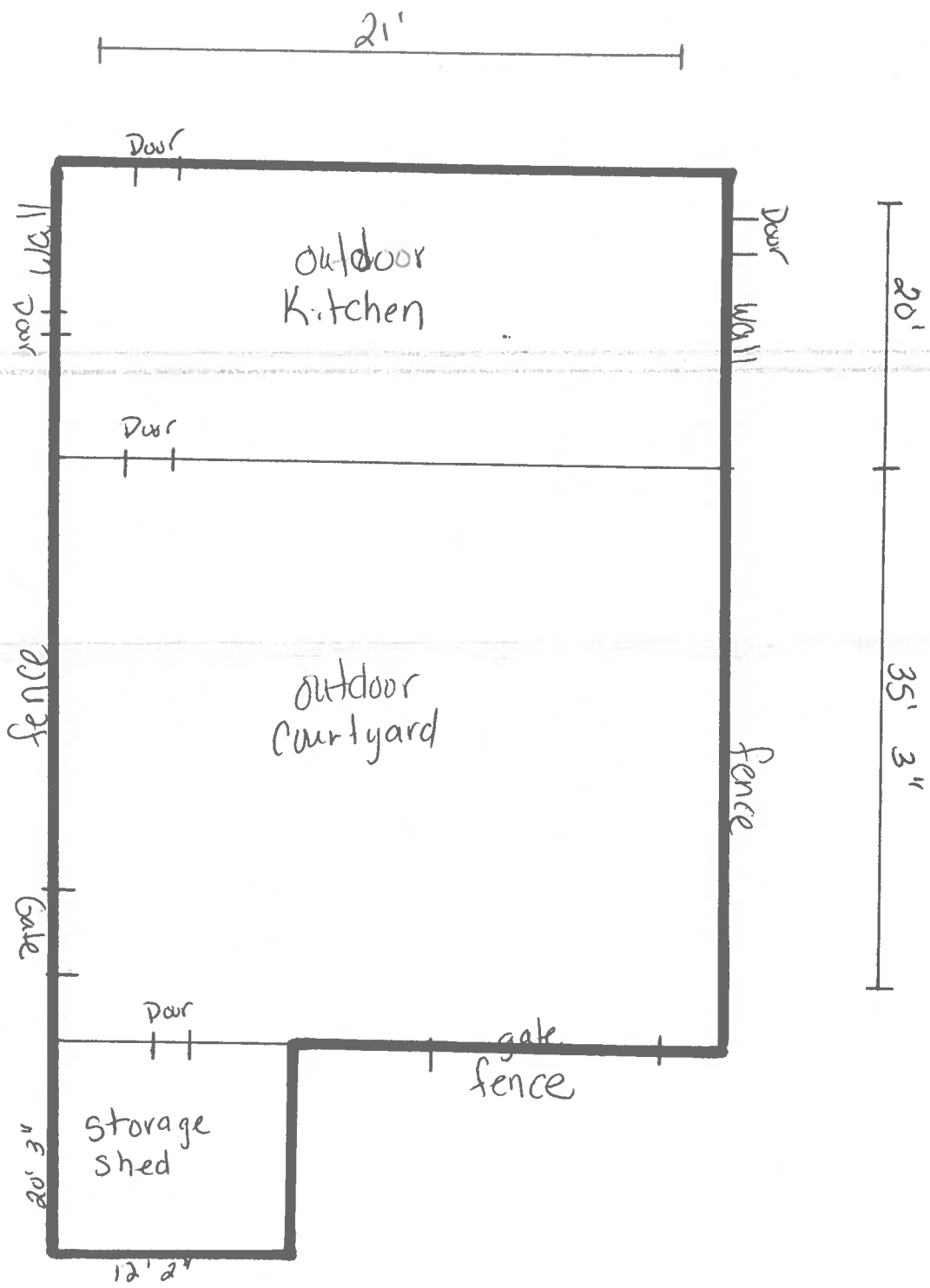
Authorized Signature [Signature] Print Signature Amber Watkins Title owner Date 3-15-2023

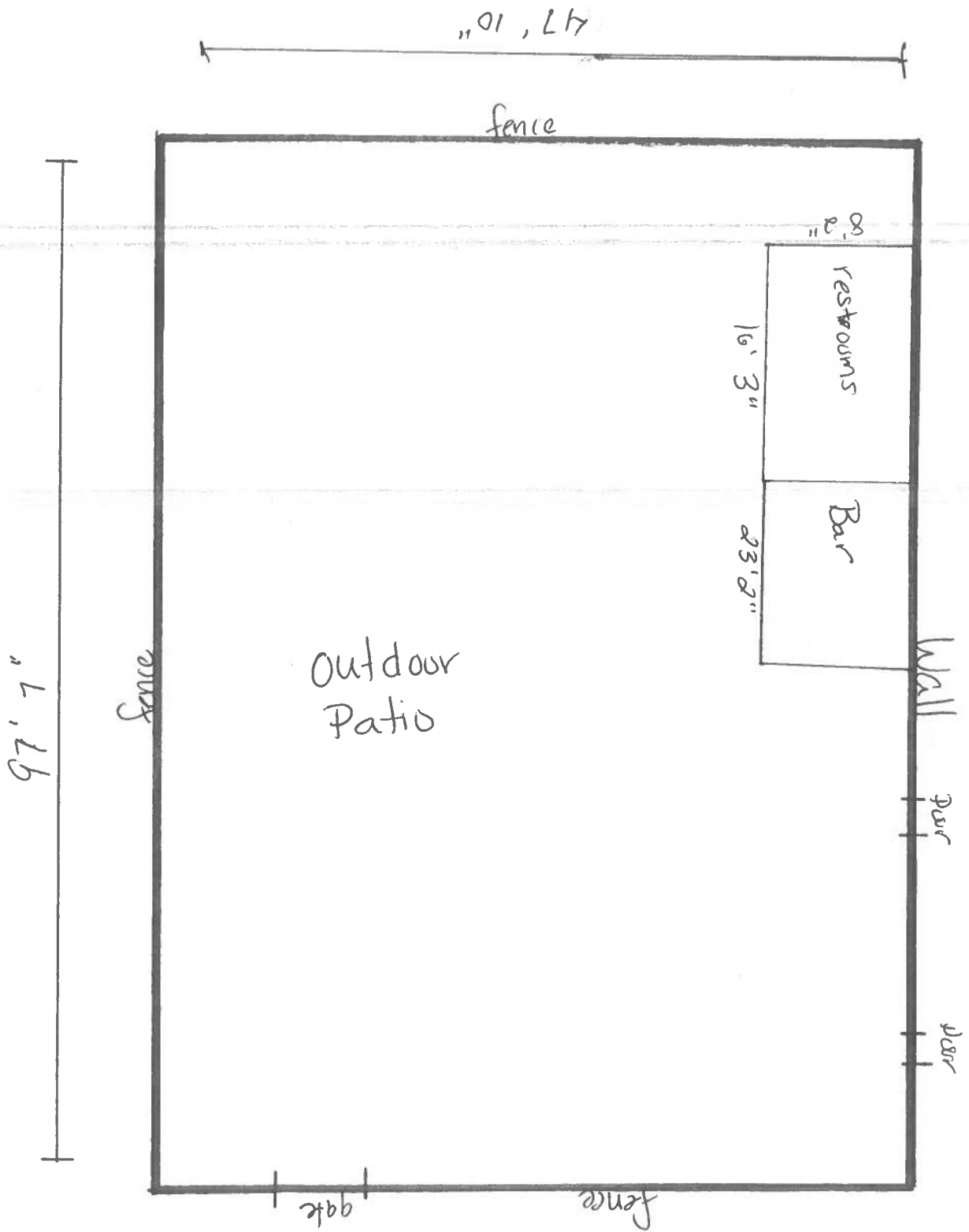


↓
Outdoor kitchen

PACKER SALOON

310 N. SILVER STREET
LAKE CITY, CO





BILL OF SALE

ALPINE SUN, LLC ("Assignor"), for good and valuable consideration, in hand paid, hereby transfers and assigns to CREEKSIDE CONCEPTS LLC, a Colorado limited liability company, whose address is PO Box 670, Lake City, CO 81235, the following property, goods and chattels, to-wit:

All personal property, goods and chattels used in connection with the businesses known as Packer Saloon and Cannibal Grill, and located on the following described property as of the date hereof:

Westerly 100 ft. of Lot 21 and all of Lots 22, 23 and 24, Block 55, TOWN OF LAKE CITY, according to the official plat thereof on file and of record in the office of the Hinsdale County Clerk and Recorder,

County of Hinsdale, State of Colorado,

Specifically including the equipment listed on Exhibit A and inventory listed on Exhibit B, but specifically excluding the property listed on Exhibit C, all attached hereto.

Assignor warrants that the property is conveyed free and clear of all liens and encumbrances and all taxes except personal property taxes for the year 2023. Signatories below warrant that they are authorized to bind Assignor to this instrument. Except as set for herein, the property is conveyed **WITHOUT ANY WARRANTIES OR REPRESENTATIONS. ALL IMPLIED WARRANTIES OF FITNESS AND SUITABILITY FOR ANY PARTICULAR PURPOSE BEING WAIVED AND DISCLAIMED, SUCH PROPERTY BEING SOLD, TRANSFERRED AND CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS.**

Signed this 12th day of April, 2023.


ALPINE SUN, LLC

By: 
Zuzana Palencarova, Managing Member

By: 
Dominika Plencnerova, Managing Member

STATE OF Colorado)
) ss.
COUNTY OF Hinsdale)

The foregoing instrument was acknowledged before me this 12th day of April, 2023, by Zuzana Palencarova and Dominika Plencnerova, as Managing Members of Alpine Sun, LLC. Witness my hand and official seal. My commission expires: 8-14-2025


Notary Public

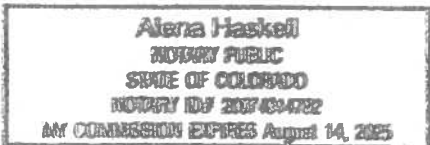


Exhibit A

Item	Amount
BEER COOLER (bottles)	2
BAR FRIDGE undercounter	2
ICE TEA MAKER	1
Water electric kettle	1
CONVECTION OVEN (1 double door, 1 single door)	2
PROPANE OVEN (double door)	1
Wine cooler (inside, single door)	1
Wine cooler (outside, double door)	1
DISHWASHER	3
Draft Beer SYSTEM outside	2
Draft Beer SYSTEM inside	2
Freezer (Chest and Stand)	6
Sliding door fridge (glass, 3 panel)	1
Freezer, True SS	1
Fridge double door, glass (coke)	1
Fridge single door, glass (pepsi)	1
Grid 2 Burner, 24" Gas	1
Grill 1, Event (flat top)	1
Grill 2, Event (flat top)	1
Grill 3, Event (backup)	1
Grill, Crown Verity SS Outdoor	1
Hot Plate, 4 burner 24" Gas	1
Flat Top, 2 burner 24" Gas	1
Ice Bin, Cold Plate	3
Ice Machine with Bin	1
Ice Machine with Bin, Manitowoc 345	1
Microwave, Sharp	2
Pos / Ipads	10
Router Nighthawk	1
Extenders Nighthawk	2
Data Server for POS	1
Walkie Talkies with chargers	14
Zmodo Cameras	10
Arlo Cameras	3
printers	8
cash registers	2
CC processing terminal	10
Refrigerator inside kitchen, double door, SS	1
Sandwich, Prep Table	2
Sandwich, Prep Table 48"	2
SS kitchen table	4
Outside Hood with Sprinkler System	2
Fryer Hood	1
Deep Fryer	1
TV, Vizio 37"	2
TV, Sanyo	1

TV 42" (cabin)	1
Mini fridge (cabin)	1
Microwave (cabin)	1
Stacked washer and dryer (cabin)	1
Apple router (cabin)	1
Washer (out kitchen)	1
Dryer (out kitchen)	1
BUNN Coffee maker	2
Sound System with speakers (inside bar)	1
Speakers, small amplifier (outside bar)	1
Triple sink	1
SS sink (inside kitchen, outside kitchen)	2
Hand sink	2
COKE bar gun system	2
Inside Hood w/sprinkler system and make up air	1
COKE Dispensing Machine (counter)	1
Variety of tools in tool shed	
Ladders	2
Dolly	1
Hot Tub	1
Barrel Sauna	1
10ft trailer	1
Plenty of tables and chairs	
Plenty of cookware, dishware and silverware	

Exhibit B

INVENTORY

MERCH:

22 pcs keep calm green t shirts
26 pcs purple lake city t shirts
15 pcs red lake city t shirt
27 pcs blue packers t shirt
18 pcs grey packers t shirt
20 pcs red cannibal grill t shirts
29 pcs Black Colorado heart t shirts
32 pcs work staff t shirts green
16 pcs red cannibal grill hoodies
5 pcs zippers hoodies black
7 pcs I think I can t shirts
5 pcs White Packer's t shirts
2 pcs blue Packers t shirts
Koozies: half box

LIQUOR:

THESE ARE ONLY UNOPENED BOTTLES IN THE SHED, THERE ARE ALSO BOTTLES
IN THE BAR, WHICH I CAN SEND PICTURE OF OR IF YOU WANT ME TO, I CAN
MAKE AN INVENTORY OF THOSE AS WELL, LET ME KNOW

Famous grouse: 1
Glenfiddich 12y: 1
J&B: 1
Black Label Johny Walker: 1
Red Label Johny Walker: 3
Elijah Craig: 1

D.P. P

Jameson: 1

Jim Beam: 3

Knob Creek Rye: 1

Larceny: 2

~~Redemption Rye: 1~~

Wild Turkey Bourbon: 3

Wild turkey 81: 2

Wild turkey 101: 2

Seagram's: 2

Yukon Jack: 1

~~Tincup: 1~~

Jose Cuervo Gold: 12

Jägermeister: 1

Yukon Jack 100: 2

Goldschlager: 1

Bacardi Silver: 2

Stolichnaya raspberry: 1

Absolut Orient Apple: 2

Absolut Mango: 1

Absolut Apeach: 1

Disaronno: 4

Tanqueray: 2

Hendrick's gin: 2

Bombay gin: 2

Flor de Caña: 1

Black Heart: 1

Captain Morgan: 1

Montanya Platino: 2.5

Moonshine Blueberry: 1

D.P. 2

Taaka Vodka: 9
Barton superior rum: 11
TenHigh: 5
Barton gin: 12
Torado gold well tequila (full box): 12
Vodka Ultimat: 1

BEER:

There are few six packs leftover after summer in the beer fridge. They are usually expired by the time we reopen, so we do not sell them anymore. Would you like me to make a inventory of those as well?

WINE:

Woodbridge pinot noir :28
Woodbridge merlot: 12
Woodbridge cab:14
Woodbridge rose: 15
Barefoot cab:15
Barefoot merlot :8
Barefoot pinot noir:15
Barefoot pinot grigio:15
Tomero Malbec:8
Clos du Bois cab :7

SYRUPS and MIXERS:

Sweet and sour: 15
Lime juice: 16
Grenadine: 3

D.P.
E.P.

Triplesec: 2

SPICES:

Hidden valley ranch packets: 13

Assorted seasonings: 6

Box of Columbian 2.5 oz coffee: 1 and half case

Canned sauerkraut: 1 case

Ketchup: 3 big cans

Tomato paste: 2 big cans

Splenda: 1 case

Sweet n Low: 1 case

Relish packets: 1 case

Mustard packets: 1 case

Cleaning and dry shed:

Bleach: 3 gallons

Glass and mirror cleaner: 2 gallons

Plastic portion cups 3.25oz/3000incase: 1.5 case

Plastic lids 2400in case: 1 case

Paper soup cup 8oz : 1 case

Lids for 8oz soup cup:1 case

Paper cup soup 12oz: 0.5 case

Pizza box 14inch: 0.5 case

Foam cups 26oz :0.5 case

Plastic stirrers/cocktail straws 1000each/5.25": 7 boxes

Wrapped toothpicks: 1 box/1000

Unwrapped toothpicks: 2 boxes/1000each

Tork table napkins: 1case (6000)

D.P.
2.7.

Paper straws wrapped 8": 1case
Plastic food wrap: 2 rolls (2000ft)
Grill bricks: 10pcs
Can liners white: 1 case
Printer thermal tape: 35 rolls

Misc Food:

35 pound fry oil: 1.5 containers
Assorted chips: 3 cases
Hot sauce: 2 gallons
Tuna: 3 packages
Horseradish: 6 tubs
Minced garlic: 3
Tabasco: 1 case
Hershey choc. Syrup: 13
Strawberry Hershey syrup: 1
Merf's hot sauce: 13

FROZEN:

3 bags of fries
1 bag of baguettes
2 bags of ham
1 Case of Tilapia
Loaves of brown sliced bread: 6
11 bags of hoagie rolls
3 bags of buns
2 bags of shredded mozzarella cheese
7 packages sliced assorted cheese

J.P.
7-9-

EXCLUSION LIST

1. **ANTLERS ON HORSESTALLS** – they were given to previous owners and were on their exclusion list with us as well. CAN BE USED AND STAY without a problem but needs to be on the list.
2. **BRETT FAVRE JERSEY** – Given to us to use personally, CAN BE USED AND STAY, but needs to be on the list if the person asks for it back
3. **BRANCOS SIGNATURES DISPLAY** – Given to us personally by father of one of our employee, CAN BE USED AND STAY
4. **SOME TOOLS** –
 - a. Some of the tools on property which belongs to Charlie: Table saw, Heat gun.
 - b. **PERSONAL TOOLS AND TOOLS FOR MANAGEMENT OF OTHER OUR PROPERTIES:**
 1. Drills, tape measure, saws all, hand saw, circular saw, bits, wrenches, screwdrivers, grinder, chainsaw, long ladder, a stand ladder, shovel, pickaxe, wheelbarrow, stud finder, air compressor, etc. and more personal tools.

BASIC TOOLS FOR BASIC PROPERTY MANAGEMENT of Packers WILL STAY (I have probably double or triple of everything) like drills, hammer, wrenches, screwdrivers, bits, ladder, hand saw, circular saw, tape measure, extension cords etc. plus specific tools if needed can be provided to you anytime.

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the: Licensee Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 14TH day of APRIL, 2023.

Zuzana
Seller:

Alpine Sun LLC

83-03231

#03-03231

Licensee & License Number

Packer Saloon & Cannibal Grill

Trade name

Zuzana

Signature

owner, manager

Position

ZUZANA PALENCAROVA

Print Name

Buyer:

Creekside Concepts LLC

Applicant

Packer Saloon & Cannibal Grill

Trade name

[Signature]
Signature

owner

Position

Amber Votruba

Print Name

ON 8/24/2016
 04:45:00
 04:45:00
 04:45:00
 04:45:00

Wholesaler Affidavit of Compliance
 Section 12-47-303(1)(d), C.R.S.

Wholesaler License No. 12-47-303(1)(d), C.R.S. Beverage Distributors Company LLC Beverage Distributors Company LLC 3140 Central Park Blvd Denver, CO 80238		License Number 40-04762-001-0004 Permit Number 2023713421
Wholesaler Name Beverage Distributors Company LLC 3140 Central Park Blvd Denver, CO 80238	City Denver	State CO
Wholesaler Address 3140 Central Park Blvd Denver, CO 80238	City Denver	State CO
Wholesaler Phone 303.733.1111	Wholesaler Email MJOHNSON@BREVATHRUBEV.COM	Wholesaler License Number 09-05031
Wholesaler Name Alpine Sun LLC 30 N Silver Street Lake City, CO 81295	City Lake City	State CO
Wholesaler Name Foster Sabon and Larnibal Grill 30 N Silver Street Lake City, CO 81295	City Lake City	State CO
The above wholesaler affirms that all alcohol beverages delivered to this above referenced retailer are <input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) <input type="checkbox"/> Not Paid in Full Note: If Paid in Full is selected, the wholesaler may no longer extend credit to the licensee or transferee until the local and state licensing authorities have approved the transfer of the liquor license.		
Wholesaler Name Beverage Distributors Company LLC 3140 Central Park Blvd Denver, CO 80238	Wholesaler Name James J Johnson	Wholesaler License Number 09-05031
Wholesaler Name Beverage Distributors Company LLC 3140 Central Park Blvd Denver, CO 80238	Wholesaler Name James J Johnson	Wholesaler License Number 09-05031

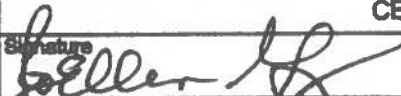
Wholesaler Affidavit of Compliance Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) High Country Beverage Corp			License Number 23687180001	
Trade Name of Establishment/Doing Business As (DBA) High Country Beverage Corp			Phone Number 970-622-8444	
Physical Address 4200 Ronald Reagan Blvd.		City Johnstown	State CO	ZIP 80534
Email Address www.highcountrybeverage.com				
Transferor Retailer Licensee Name Packer Saloon And Cannibal Grill			License Number 03-03231	
Trade Name of Establishment/Doing Business As (DBA) Alpine Sun LLC			Phone Number 970-944-4744	
Physical Address 310 N Silver Street		City Lake City	State CO	ZIP 81235
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>				
Wholesaler: High Country Beverage Corp				
Signature <i>Trisha Chapel</i>	Print Trisha Chapel	Title Accounts Receivable Lead	Date 3/16/23	

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

C/N: 443680

Wholesaler Licensee Name (If an LLC, partnership, corporation or name of corporation) CENTRAL DISTRIBUTING COMPANY		License Number 04-34880-0002/0008	
Trade Name of Establishment/Doing Business As (DBA) CENTRAL DISTRIBUTING COMPANY		Phone Number 970-243-0024	
Physical Address 3244 F 1/2 ROAD	City CLIFTON	State CO	ZIP 81520
Email Address zusanapalencarova7@gmail.com			
Transferor Retailer Licensee Name PACKER SALOON		License Number	
Trade Name of Establishment/Doing Business As (DBA) PACKER SALOON		Phone Number 970-901-1200	
Physical Address 310 Silver Street	City Lake City	State CO	ZIP 81235
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: CENTRAL DISTRIBUTING COMPANY (970) 243-0024			
Signature 	Print JoELLEN GRACEY	Title AR	Date 3/10/23

joellen@centraldistributing.ws

February 27, 2023

Re: Creekside Concepts LLC

To Whom It May Concern:

Based on the information provided to the organizer, LegalZoom.com, Inc. ("LegalZoom"), the members of Creekside Concepts LLC (the "Company"), are as follows:

Joshua Nathan Votruba

Amber Glenna Votruba

LegalZoom resigns as organizer for the Company effective upon the date of this letter.

Yours sincerely,
LegalZoom.com, Inc.



By: _____

Cheyenne Moseley
Authorized Representative

Agreed to on: 2/27/23

By: [Signature]

Name: Joshua Nathan Votruba
"Representative"

Agreed to on: 2 27 2023

By: 

Name: **Amber Glena Votruba**

"Representative"

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Creekside Concepts LLC

is a

Limited Liability Company

formed or registered on 02/26/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231224851 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/24/2023 that have been posted, and by documents delivered to this office electronically through 03/27/2023 @ 08:38:42 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/27/2023 @ 08:38:42 in accordance with applicable law. This certificate is assigned Confirmation Number 14818649 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Operating Agreement

Creekside Concepts LLC, a Colorado Limited Liability Company

THIS OPERATING AGREEMENT of Creekside Concepts LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Colorado limited liability company under the Colorado Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Colorado. The Members hereby adopt and approve the Articles of Organization of the Company filed with the Colorado Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Colorado Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Colorado Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS,
CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Colorado Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Colorado Limited Liability Company Act.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management.**

A. **Generally.** Subject to the terms of this Agreement and the Colorado Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Colorado Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) An amendment to the Articles of Organization;
- (iv) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (v) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) Minutes of any special or annual meetings ordered pursuant to Colorado law;
- (iv) A copy of the Articles of Organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (v) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Colorado Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Colorado Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Percentage Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Colorado Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Colorado Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Colorado Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Colorado law. "Proceeding," as used in this Article 9, means any

threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Colorado law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Colorado Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in

the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Colorado Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Colorado. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

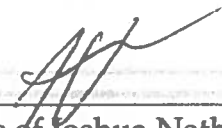
10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

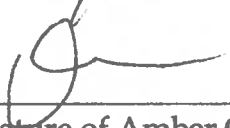
[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 2-26-2023



Signature of Joshua Nathan Votruba



Signature of Amber Glenna Votruba

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Joshua Nathan Votruba 135 Drover Ridge Dr Newark, Texas 76071	<u>\$75,000.00</u>	50%
Amber Glenna Votruba 135 Drover Ridge Dr Newark, Texas 76071	<u>\$ 75,000.00</u>	50%

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1003
82-1271021

CHECK NUMBER

4-13-2023 Date

Pay to the Order of Colorado Dept of Revenue \$ 1100.00

one thousand one hundred dollars two/100 dollars

The Gunnison Bank
222 West Tomback - P.O. Box 119 - 87001-0119
Gunnison, Colorado 81232-0119
THE GUNNISON BANK AND TRUST COMPANY

APPLICATION FEE FOR TRANSFER

FOR LIQUOR LICENSE

⑆10201276⑆ 66990⑆ 01003

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1004
82-1271021

CHECK NUMBER

4-13-2023 Date

Pay to the Order of Colorado Dept of Revenue \$ 500.00

five hundred dollars two/100 dollars

The Gunnison Bank
222 West Tomback - P.O. Box 119 - 87001-0119
Gunnison, Colorado 81232-0119
THE GUNNISON BANK AND TRUST COMPANY

TAVERN LICENSE (CONT)

FOR LIQUOR LICENSE

⑆10201276⑆ 66990⑆ 01004

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1008
82-127/1021

4-13-2023

Date CHECK ARMOR

Pay to the Order of TOLC \$ 25.00

twenty five dollars tw/100 Dollars

The Gunnison Bank
832 West Tompohi, P.O. Box 119 (970) 641-0320
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

For BUSINESS LICENSE FEE
Bus license

⑆ 102101276⑆ 66990⑈ 01008

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1006
82-127/1021

4-13-2023

Date CHECK ARMOR

Pay to the Order of TOLC \$ 100.00

one hundred dollars tw/100 Dollars

The Gunnison Bank
832 West Tompohi, P.O. Box 119 (970) 641-0320
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

For temp liquor license fee

⑆ 102101276⑆ 66990⑈ 01006

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1001
82-127/1021

4-13-2023

Date CHECK ARMOR

Pay to the Order of TOLC \$ 750.00

seven hundred fifty dollars tw/100 Dollars

The Gunnison Bank
832 West Tompohi, P.O. Box 119 (970) 641-0320
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

For TRANSFER OF OWNERSHIP FEE
liquor license

⑆ 102101276⑆ 66990⑈ 01001

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1002
82-127/1021

4-13-2023

Date CHECK ARMOR

Pay to the Order of TOLC \$ 75.00

seventy five dollars tw/100 Dollars

The Gunnison Bank
832 West Tompohi, P.O. Box 119 (970) 641-0320
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

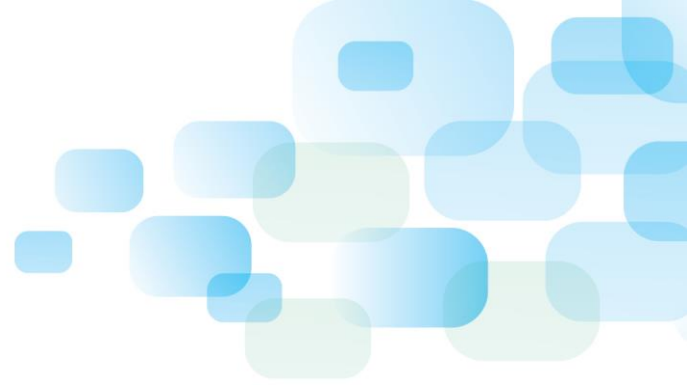
For LOCAL CITY FEE
liquor license

⑆ 102101276⑆ 66990⑈ 01002



Proposal for Lake City, CO WWTF Upgrade 4-28-23 Table of Contents

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2. Technical Solution Aeration
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4. Layout Drawing
5. Operation and Maintenance Analysis
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 - a. Company Competency and Key Staff bios
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11. O&M Manual Nitrox MBBR Ammonia Removal



Lake City, CO Proposal Summary 4-28-23

The summarized proposal herein will meet the effluent criteria at build-out design conditions for the year 2043 or 275,000 gallons per day. The Scope of Supply will also treat Current flows as low as 40,000 gallons per day. The Scope is more or less divided into aeration and MBBR ammonia removal. Triplepoint offers a process guarantee that the design conditions will be met.

Triplepoint proposes retaining the existing concrete basin as an anoxic zone. Ares™ diffused aeration is proposed in the remaining ponds in tapered fashion. A recirculation stream is proposed from Nitrox MBBR (ammonia removal) effluent back to the anoxic zone for purposes of recapturing alkalinity lost during nitrification and to aid in pre-treatment of total nitrogen. The Nitrox™ MBBR reactor is designed to reduce ammonia to permit values in any weather condition. It can be optimized if even lower ammonia permit values are proposed in the future.

Cost Estimate Summary

Unit Op and Function	Price
Ares Aeration -Reduces BOD <30 mg/L for entry into Nitrox	\$491,989.31
Air Header Piping from Blowers to Pond edges	\$56,100.00
Alkalinity Control Chem Feed Skid and Tankage, Includes 500 gallons of chemical	\$27,769.50
Recirculation Pump and Piping	\$47,311.00
Nitrox MBBR Nitrification Reactor to 8.0 mg/L NH3-N (includes 2043 media adder)	\$553,525.61
Prepaid Freight	\$30,000.00
Bonding Cost (estimated 4-28-23)	\$40,000.00
Design (approx. 7%)	\$81,000.00
Proposal Total	\$1,327,695.42
Deduct for "2043" Media	\$29,120

Payment Terms

Amount Due	Paid at Milestone	Timeframe/Notes
10%	Invoiced upon PO or executed contract	
20%	Invoiced upon Engineer Approved Submittal ¹	Typically, a 3–6-week process
15%	Invoiced at Interim Scope of Supply Arrival	Piping Scope will be needed likely 30-60 days after approved submittal
15%	Invoiced at Interim Scope of Supply Arrival	Some Aeration Scope may be needed for temporary treatment during construction
30%	Invoiced Upon Final Scope on Site	Likely in 2024 depending on GC progress before winter
10%	Retainage- invoiced after startup	Paid when Scope is started up

1. A submittal is a compendium of all products to be supplied including spec sheets, drawings, supplier calculations and the like. The Town engineer has final approval of the submittal.

Operations and Maintenance. Attached herewith. Note: Triplepoint utilizes a heat exchanger inside the MBBR to maintain 5C temperature during colder months (as needed). The O&M analysis examines heating costs. A heater may not always be required but serves as a conservative contingency.

Sludge Yield Characteristics. No solids handling required.

Startup and Commissioning. Eleven man-days are included in the respective proposals attached herewith. Three separate trips are planned.

Preliminary Site Layout. Attached herewith.

Modularity/Expansion. Ares aeration is portable and can be moved and added on to. The air header is sized for future flows. The Nitrox is either tip up concrete or poured in place TBD by local contractor. The future flow media fill for Nitrox is included and should be stored until needed.

Exclusions: Installation

Installation: By others but Triplepoint will consult and assist.



AERATION BUDGETARY ESTIMATE

PROJECT NO.: 3487

PROJECT NAME: Lake City POTW

PROJECT LOCATION: Lake City, CO

DATE: April 28, 2023

PREPARED FOR

Joanne Fagan, P.E.

c/o
 Steve Hansen, P.E.
 Ambiente H2O

PREPARED BY

Triplepoint Environmental, LLC
 Tom Daugherty, Western Region Manager Office:
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 Email: tom@lagoons.com

The site seeks to improve their aerated lagoon treatment. The basis of design is summarized in the tables below and a detailed design is attached herewith.

Parameter	Influent Value	Final Effluent Criteria
Design Flow	0.275 MGD	0.275 MGD
BOD	450 mg/L	<20 mg/L ¹
TKN	85 mg/L	NA
NH3-N	55 mg/L	8 mg/L ¹
TN	NA	60 mg/L ¹
DO	NA	2.0 mg/L

1. Not achieved by aeration

Discussion

Layout: Triplepoint recommends a manifold system that receives air from a blower via a header system. The manifolds will feed flexible weighted air hoses which will convey air to the Ares aerators that sit on the bottom of the lagoon cells. Triplepoint proposes diffused aerators featuring coarse and fine bubbles.



Blowers and Control Panel: Triplepoint proposes four 60 HP HP positive displacement blowers with sound/weather enclosure with three for duty and one for standby/duty cycling at Future conditions. A NEMA UL control panel with four VFDs is proposed.

Lead Time: 14-18 weeks upon receipt of approved submittal

Power Requirement: 460/60/3 phase

Blower Sound: Sound enclosure included. Estimated at 78 dB at 6' distance.

Air Header: Triplepoint routinely designs, supplies and installs air conveyance headers from the blower to shoreline. We recommend trenching same at 18"-24". An air header is included in this scope.

Impacts on Pond Maintenance: The proposed aeration equipment is portable and can be moved aside for sludge removal or completely removed for liner replacement. A floating vessel is advised for ongoing maintenance.

Scope of Supply

Equipment	Quantity	Unit
Ares Aerators with Coarse and Fine Bubble Diffusers	28	ea
Ares Burper/Mixer Units for Anoxic Zone	4	ea
High-flow Flexible Weighted Airline: From Manifold to Aerator	2200	LF
316 Stainless Steel hose clamps	64	ea
SS Custom Welded Distribution Manifold 6 port (4 caps)	4	ea
SS Custom Welded Distribution Manifold 4 port	1	ea
SS Custom Welded Distribution Manifold 2 port (2 caps)	3	ea
60 HP PD blowers with Sound Enclosure, Spares: Case oil, 4 air filters, 4 sets belts	4	ea
NEMA UL Control Panel with Four VFDs	1	ea
Detailed Installation and layout plan (Shop Drawings)	1	ea
Person Days Triplepoint Installation Supervision, Start-up and Training	5	ea
Air Header Piping From Blowers to Lagoon Edge	1	lot



Recirculation Pump and Piping From Manhole near Cell 3A to Concrete Basin	1	lot
Alkalinity Adjustment Chemical Feed, Storage and Plumbing	1	lot
Freight Prepaid (includes Nitrox Scope)	1	lot
Total Price Aeration Scope	\$606,297.680	

Conditions of Sale

Price and Payment

The quote in this proposal is in US Dollars and does not include applicable federal or state taxes, fees, or tariffs. It remains valid for 30 days. Projects outside of Colorado that are not tax exempt will be self-assessed, payable by the customer to the local tax authority. Fifty percent (50%) is due upon receipt of PO, Forty percent (40%) is due upon offer to ship, and ten percent (10%) is held as retainage until the scope of supply is started up.

Material Cost Escalation

If at any time the cost of materials quoted here significantly increases, through no fault of Triplepoint, the price shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 5% experienced by Triplepoint either before or after a PO is issued. Such increase in material costs may be documented by quotes, invoices, or receipts. Where the delivery of materials is delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Design Limitations

The preliminary design(s) presented in this document were calculated with information provided at the time of proposal request. The design is only as good as the information provided. If incorrect or incomplete data was provided, assumptions have been made in order to develop the finished design. Prior to product installation, design properties and considerations must be reviewed and validated by the purchasing parties.

Installation

Triplepoint Environmental will provide installation supervision as part of this proposal along with certification of proper installation once complete. During installation and startup, operations staff will



receive training. All installation labor is the responsibility of the customer. Triplepoint can provide a separate proposal for turnkey installation.

Supplied by Others

Air headers are not included in this scope of supply. Installation and blower connection to air distribution header and integration to SCADA or other plant specific data recording schema are not included. Site specific preferred embodiments of installation such as exterior conduit runs, cable ties, and the like are not included. All electrical connections supplied by others.

Delivery

The Triplepoint scope will be delivered within a period of 14-18 weeks after submittal approval or receipt of purchase order. Unless prepaid, all packing and shipping costs are FOB origination. Customer is responsible for paying all taxes and fees associated with shipping.

Blowers

All blowers will provide the recommended airflow for each Ares unit at the recommended pressure. All blower installation labor, including all electrical work, is the responsibility of the customer.

Warranty

Triplepoint Environmental offers the most competitive warranty in the industry, ensuring that your Ares products are free from defects in material or workmanship for a period of five (5) years from the date of installation completion. This excludes blowers and control panel which have a two-year warranty.

Force Majeure

Neither party will be liable for any default or delay in performing an obligation under this Agreement when caused by strike, riot, war, terrorism, Act of God, generalized lack of availability of raw materials or energy, or other similar circumstances beyond our control.

Limits of Liability

Triplepoint Environmental shall not be liable for any loss of profits, business, goodwill, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this quote.

CONFIDENTIALITY NOTICE

The Ares Aeration system and Nitrox are the subject of one or more confidential patents filed in the United States Patent Office. The Client, Engineer, and any other parties contracted recognize the importance of maintaining the continued confidentiality of the design of the Ares Aeration system and



Nitrox. The Client, Engineer and any other parties contracted agree that they shall not sell, transfer or disclose any such confidential information relating to the design of the Ares Aeration system and Nitrox to any other person, organization, or corporation without the express written authorization of Triplepoint Environmental LLC and pursuant to an enforceable agreement of confidentiality, except as required by law or as necessary in connection with the use, operation, maintenance, repair, or replacement of the system. Additionally, The Client, Engineer and any other parties contracted all agree to preserve the confidentiality of this proposal and all materials attached and not to distribute or copy such materials for any other parties not previously authorized by Triplepoint Environmental LLC.

Basis of Design

Lake City, CO

11-Apr-23

Aeration Design Calculations

SUMMARY - General Design Parameters						
v4.4 C	Design Scenario Name		0.3 MGD	0.275 MGD	0.175 MGD	0.045 MGD
1	Influent Flowrate	MGD	0.300	0.275	0.175	0.045
2	Influent Concentration	mg/L	450.0	450.0	450.0	450.0
3	Effluent Conc. (Summer)	mg/L	7.0	5.7	1.8	0.0
4	Effluent Conc. (Winter)	mg/L	27.3	23.4	9.4	0.2
5	Actual Oxygen Supplied	lb/day	2307.8	2252.6	2250.4	2250.4
6	Air included for nitrification?		No	No	No	No
7	Number of Aerators		28	28	28	28
8	Estimated Tubing Length	ft	2000	2000	2000	2000
9	Standard Airflow	SCFM	1635.76	1586.16	1579.65	1579.65
10	Inlet Airflow	ICFM	2623.00	2544.00	2533.00	2533.00
11	Design Pressure (w/cushion)	psig	7.77	7.77	7.77	7.77
12	Projected Brake Hp	bhp	143.89	139.56	138.95	138.95
13	Estimated Design Hp	hp	200.0	200.0	200.0	200.0

SUMMARY - Aerators						
Cell Name	Air Supplied Via: Aerator Type:		Manifolds 750T	Manifolds 750T	Manifolds 750T	Manifolds 750T
Basin			0	0	0	0
Cell 1			18	18	18	18
Cell 2A			6	6	6	6
Cell 2B			1	1	1	1
Cell 3A			2	2	2	2
Cell 3B			1	1	1	1

SUMMARY - Biological Treatment Calculations						
Item	Description	Units	0.3 MGD	0.275 MGD	0.175 MGD	0.045 MGD
1	Number of Treatment Cells		4	4	4	4
2	Flow Regime		Series	Series	Series	Series
3	Site Elevation - HWL	ft	8630	8630	8630	8630

Basin							
4	Wastewater Flowrate	MGD	0.3	0.3	0.2	0.0	
5	Treatment Volume	M-Gal	0.2	0.2	0.2	0.2	
6	Treatment Time	days	0.8	0.9	1.3	5.2	
7	Treatment Type	-	Facultative	Facultative	Facultative	Facultative	
8	Std Reaction Rate, k_{20}	days ⁻¹	0.06	0.06	0.06	0.06	
9	Design Water Temp	°C	20	20	20	20	
10	Design Reaction Rate, k_T	days ⁻¹	0.026	0.026	0.026	0.026	
Summer	11	Biological Treatment Eff.	%	4.5%	4.9%	7.5%	23.9%
	12	Influent BOD Loading	lb/day	1,124	1,031	656	169
	13	Influent BOD Concentration	mg/L	450.0	450.0	450.0	450.0
	14	BOD Removed	lb/day	51	50	49	40
	15	Effluent BOD Loading	lb/day	1,074	980	607	128
	16	Effluent BOD Concentration	mg/L	429.8	428.0	416.4	342.6
Winter	17	Design Water Temp	°C	1.0	1.0	1.0	1.0
	18	Biological Treatment Eff.	%	2.3%	2.6%	4.0%	13.8%
	19	BOD Removed	lb/day	26.4	26.3	25.9	23.3
	20	Effluent BOD Concentration	mg/L	439.4	438.5	432.2	387.9
N1	Influent NBOD Loading	lb/day	212	195	124	32	
N2	Influent NBOD Conc.	mg/L	84.9	84.9	84.9	84.9	
N3	Assumed NBOD Removed	lb/day	-	-	-	-	
N4	Effluent NBOD Loading*	lb/day	212	195	124	32	

	N5	Assumed Eff. NBOD Conc.	mg/L	85	85	85	85
Cell 1							
	21	Wastewater Flowrate	MGD	0.3	0.3	0.2	0.0
	22	Treatment Volume	M-Gal	0.8	0.8	0.8	0.8
	23	Treatment Time	days	2.7	3.0	4.7	18.3
	24	Treatment Type	-	Complete Mix	Complete Mix	Complete Mix	Complete Mix
	25	Std Reaction Rate, k_{20}	days ⁻¹	2.5	2.5	2.5	2.5
	26	Design Water Temp	°C	20	20	20	20
	27	Design Reaction Rate, k_T	days ⁻¹	1.087	1.087	1.087	1.087
Summer	28	Biological Treatment Eff.	%	87.3%	88.2%	92.2%	97.9%
	29	Influent BOD Loading	lb/day	1074	980	607	128
	30	Influent BOD Concentration	mg/L	429.8	428.0	416.4	342.6
	31	BOD Removed	lb/day	937	865	559	126
	32	Effluent BOD Loading	lb/day	137	116	48	3
	33	Effluent BOD Concentration	mg/L	54.8	50.5	32.7	7.3
Winter	34	Design Water Temp	°C	1.0	1.0	1.0	1.0
	35	Biological Treatment Eff.	%	77.8%	79.2%	85.7%	95.9%
	36	BOD Removed	lb/day	853.9	795.8	539.9	139.4
	37	Effluent BOD Concentration	mg/L	97.7	91.1	61.8	16.0
	N6	Influent NBOD Loading	lb/day	212	195	124	32
	N7	Influent NBOD Conc.	mg/L	84.9	84.9	84.9	84.9
	N8	Assumed NBOD Removed	lb/day	-	-	-	-
	N9	Effluent NBOD Loading*	lb/day	212	195	124	32
	N10	Assumed Eff. NBOD Conc.	mg/L	85	85	85	85
Cell 2A							
	38	Wastewater Flowrate	MGD	0.3	0.3	0.2	0.0
	39	Treatment Volume	M-Gal	0.3	0.3	0.3	0.3
	40	Treatment Time	days	1.1	1.2	1.8	7.2
	41	Treatment Type	-	Complete Mix	Complete Mix	Complete Mix	Complete Mix
	42	Std Reaction Rate, k_{20}	days ⁻¹	2.5	2.5	2.5	2.5
	43	Design Water Temp	°C	20	20	20	20
	44	Design Reaction Rate, k_T	days ⁻¹	1.087	1.087	1.087	1.087
Summer	45	Biological Treatment Eff.	%	73.0%	74.6%	82.2%	94.7%
	46	Influent BOD Loading	lb/day	136.8	115.7	47.6	2.8
	47	Influent BOD Concentration	mg/L	54.8	50.5	32.7	7.3
	48	BOD Removed	lb/day	100	86	39	3
	49	Effluent BOD Loading	lb/day	37.01	29.36	8.47	0.14
	50	Effluent BOD Concentration	mg/L	14.8	12.8	5.8	0.4
Winter	51	Design Water Temp	°C	1.0	1.0	1.0	1.0
	52	Biological Treatment Eff.	%	57.9%	60.0%	70.3%	90.2%
	53	BOD Removed	lb/day	141.5	125.3	63.3	5.4
	54	Effluent BOD Concentration	mg/L	41.1	36.4	18.4	1.6
	N11	Influent NBOD Loading	lb/day	212	195	124	32
	N12	Influent NBOD Conc.	mg/L	84.9	84.9	84.9	84.9
	N13	Assumed NBOD Removed	lb/day	-	-	-	-
	N14	Effluent NBOD Loading*	lb/day	212	195	124	32
	N15	Assumed Eff. NBOD Conc.	mg/L	85	85	85	85
Cell 2B							
	55	Wastewater Flowrate	MGD	0.3	0.3	0.2	0.0
	56	Treatment Volume	M-Gal	0.3	0.3	0.3	0.3
	57	Treatment Time	days	1.1	1.2	1.8	7.2
	58	Treatment Type	-	Partial Mix	Partial Mix	Partial Mix	Partial Mix
	59	Std Reaction Rate, k_{20}	days ⁻¹	0.28	0.28	0.28	0.28
	60	Design Water Temp	°C	20	20	20	20
	61	Design Reaction Rate, k_T	days ⁻¹	0.122	0.122	0.122	0.122
Summer	62	Biological Treatment Eff.	%	23.2%	24.8%	34.1%	66.8%
	63	Influent BOD Loading	lb/day	37	29	8	0
	64	Influent BOD Concentration	mg/L	14.8	12.8	5.8	0.4
	65	BOD Removed	lb/day	9	7	3	0

	66	Effluent BOD Loading	lb/day	28	22	6	0
	67	Effluent BOD Concentration	mg/L	11.4	9.6	3.8	0.1
Winter	68	Design Water Temp	°C	1.0	1.0	1.0	1.0
	69	Biological Treatment Eff.	%	13.4%	14.4%	20.9%	50.7%
	70	BOD Removed	lb/day	13.7	12.0	5.6	0.3
	71	Effluent BOD Concentration	mg/L	35.6	31.1	14.5	0.8
	N16	Influent NBOD Loading	lb/day	212	195	124	32
	N17	Influent NBOD Conc.	mg/L	84.9	84.9	84.9	84.9
	N18	Assumed NBOD Removed	lb/day	-	-	-	-
	N19	Effluent NBOD Loading*	lb/day	212	195	124	32
	N20	Assumed Eff. NBOD Conc.	mg/L	85	85	85	85
Cell 3A							
	72	Wastewater Flowrate	MGD	0.3	0.3	0.2	0.0
	73	Treatment Volume	M-Gal	0.3	0.3	0.3	0.3
	74	Treatment Time	days	1.0	1.1	1.7	6.6
	75	Treatment Type	-	Partial Mix	Partial Mix	Partial Mix	Partial Mix
	76	Std Reaction Rate, k_{20}	days ⁻¹	0.28	0.28	0.28	0.28
Summer	77	Design Water Temp	°C	20	20	20	20
	78	Design Reaction Rate, k_T	days ⁻¹	0.122	0.122	0.122	0.122
	79	Biological Treatment Eff.	%	21.7%	23.3%	32.3%	64.9%
	80	Influent BOD Loading	lb/day	28	22	6	0
	81	Influent BOD Concentration	mg/L	11.4	9.6	3.8	0.1
	82	BOD Removed	lb/day	6	5	2	0
	83	Effluent BOD Loading	lb/day	22	17	4	0
Winter	84	Effluent BOD Concentration	mg/L	8.9	7.4	2.6	0.0
	85	Design Water Temp	°C	1.0	1.0	1.0	1.0
	86	Biological Treatment Eff.	%	12.4%	13.4%	19.6%	48.6%
	87	BOD Removed	lb/day	11.0	9.6	4.1	0.1
	88	Effluent BOD Concentration	mg/L	31.2	27.0	11.7	0.4
	N21	Influent NBOD Loading	lb/day	212	195	124	32
	N22	Influent NBOD Conc.	mg/L	84.9	84.9	84.9	84.9
	N23	Assumed NBOD Removed	lb/day	-	-	-	-
	N24	Effluent NBOD Loading*	lb/day	212	195	124	32
	N25	Assumed Eff. NBOD Conc.	mg/L	85	85	85	85
Cell 3B							
	89	Wastewater Flowrate	MGD	0.3	0.3	0.2	0.0
	90	Treatment Volume	M-Gal	0.3	0.3	0.3	0.3
	91	Treatment Time	days	1.0	1.1	1.7	6.6
	92	Treatment Type	-	Partial Mix	Partial Mix	Partial Mix	Partial Mix
	93	Std Reaction Rate, k_{20}	days ⁻¹	0.28	0.28	0.28	0.28
Summer	94	Design Water Temp	°C	20	20	20	20
	95	Design Reaction Rate, k_T	days ⁻¹	0.122	0.122	0.122	0.122
	96	Biological Treatment Eff.	%	21.7%	23.3%	32.3%	64.9%
	97	Influent BOD Loading	lb/day	22	17	4	0
	98	Influent BOD Concentration	mg/L	8.9	7.4	2.6	0.0
	99	BOD Removed	lb/day	5	4	1	0
	100	Effluent BOD Loading	lb/day	17	13	3	0
Winter	101	Effluent BOD Concentration	mg/L	7.0	5.7	1.8	0.0
	102	Design Water Temp	°C	1.0	1.0	1.0	1.0
	103	Biological Treatment Eff.	%	12.4%	13.4%	19.6%	48.6%
	104	BOD Removed	lb/day	9.7	8.3	3.3	0.1
	105	Effluent BOD Concentration	mg/L	27.3	23.4	9.4	0.2
	N26	Influent NBOD Loading	lb/day	212	195	124	32
	N27	Influent NBOD Conc.	mg/L	84.9	84.9	84.9	84.9
	N28	Assumed NBOD Removed	lb/day	-	-	-	-
	N29	Effluent NBOD Loading*	lb/day	212	195	124	32
	N30	Assumed Eff. NBOD Conc.	mg/L	85	85	85	85

*Values for nitrification are assumed. Actual nitrogen removal varies based on conditions such as temperature.

SUMMARY - Aeration Calculations

Item	Description	Units	0.3 MGD	0.275 MGD	0.175 MGD	0.045 MGD
1	Site Elevation	ft	8630	8630	8630	8630
2	O ₂ Loading Factor (BOD ₅)	O ₂ /BOD	1.75	1.75	1.75	1.75
3	Alpha-value, α		0.60	0.60	0.60	0.60
4	Beta-value, β		0.95	0.95	0.95	0.95
5	Theta-value, θ		1.02	1.02	1.02	1.02

Basin

Cell 1

22	Lagoon Side Water Depth	ft	12.00	12.00	12.00	12.00
23	Air Release Depth	ft	11.25	11.25	11.25	11.25
24	AOR - Total	lb/day	1640	1513	979	244
25	SOTE/ft	%/ft	1.74%	1.75%	1.75%	1.75%
26	SOTE	%	19.53%	19.68%	19.68%	19.68%
27	Design DO Concentration	mg/L	2.0	2.0	2.0	2.0
28	FTE		5.74%	5.79%	5.79%	5.79%
29	Air requirement	scfm	1140	1099	1099	1099
30	Airflow per aeration unit	scfm	63.3	61.0	61.0	61.0
31	Aerator Type		750T	750T	750T	750T
32	Number of aeration units	units	18	18	18	18
33	Water Pressure	psig	4.87	4.87	4.87	4.87
34	Aerator Pressure Loss	psig	0.61	0.60	0.60	0.60
35	Header/Feeder P Loss	psig	0.83	0.80	0.80	0.80
36	Total Operating Pressure	psig	6.31	6.27	6.27	6.27
37	Design Motor Pressure	psig	7.31	7.27	7.27	7.27

Cell 2A

38	Lagoon Side Water Depth	ft	12.00	12.00	12.00	12.00
39	Air Release Depth	ft	11.25	11.25	11.25	11.25
40	AOR - Total	lb/day	248	219	111	9
41	SOTE/ft	%/ft	1.69%	1.69%	1.69%	1.69%
42	SOTE	%	19.05%	19.05%	19.05%	19.05%
43	Design DO Concentration	mg/L	2.0	2.0	2.0	2.0
44	FTE		5.60%	5.60%	5.60%	5.60%
45	Air requirement	scfm	433	433	433	433
46	Airflow per aeration unit	scfm	72.1	72.1	72.1	72.1
47	Aerator Type		750T	750T	750T	750T
48	Number of aeration units	units	6	6	6	6
49	Water Pressure	psig	4.87	4.87	4.87	4.87
50	Aerator Pressure Loss	psig	0.62	0.62	0.62	0.62
51	Header/Feeder P Loss	psig	1.28	1.28	1.28	1.28
52	Total Operating Pressure	psig	6.77	6.77	6.77	6.77
53	Design Motor Pressure	psig	7.77	7.77	7.77	7.77

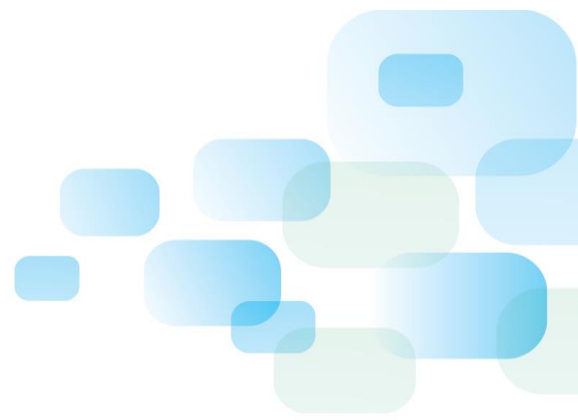
Cell 2B

54	Lagoon Side Water Depth	ft	12.00	12.00	12.00	12.00
55	Air Release Depth	ft	11.25	11.25	11.25	11.25
56	AOR - Total	lb/day	24	21	20	20
57	SOTE/ft	%/ft	1.99%	1.99%	1.99%	1.99%
58	SOTE	%	22.43%	22.43%	22.43%	22.43%
59	Design DO Concentration	mg/L	2.0	2.0	2.0	2.0
60	FTE		6.60%	6.60%	6.60%	6.60%
61	Air requirement	scfm	15	13	12	12
62	Airflow per aeration unit	scfm	14.5	12.7	12.1	12.1
63	Aerator Type		750T	750T	750T	750T
64	Number of aeration units	units	1	1	1	1
65	Water Pressure	psig	4.87	4.87	4.87	4.87
66	Aerator Pressure Loss	psig	0.55	0.55	0.55	0.55
67	Header/Feeder P Loss	psig	0.62	0.62	0.62	0.62
68	Total Operating Pressure	psig	6.04	6.04	6.04	6.04
69	Design Motor Pressure	psig	7.04	7.04	7.04	7.04

Cell 3A

70	Lagoon Side Water Depth	ft	12.00	12.00	12.00	12.00
----	-------------------------	----	-------	-------	-------	-------

71	Air Release Depth	ft	11.25	11.25	11.25	11.25
72	AOR - Total	lb/day	19	17	13	13
73	SOTE/ft	%/ft	2.28%	2.28%	2.28%	2.28%
74	SOTE	%	25.61%	25.61%	25.61%	25.61%
75	Design DO Concentration	mg/L	5.0	5.0	5.0	5.0
76	FTE		2.00%	2.00%	2.00%	2.00%
77	Air requirement	scfm	38	33	26	26
78	Airflow per aeration unit	scfm	19.2	16.6	12.9	12.9
79	Aerator Type		750T	750T	750T	750T
80	Number of aeration units	units	2	2	2	2
81	Water Pressure	psig	4.87	4.87	4.87	4.87
82	Aerator Pressure Loss	psig	0.51	0.51	0.51	0.51
83	Header/Feeder P Loss	psig	0.44	0.44	0.44	0.44
84	Total Operating Pressure	psig	5.81	5.81	5.81	5.81
85	Design Motor Pressure	psig	6.81	6.81	6.81	6.81
Cell 3B						
86	Lagoon Side Water Depth	ft	12.00	12.00	12.00	12.00
87	Air Release Depth	ft	11.25	11.25	11.25	11.25
88	AOR - Total	lb/day	17	14	17	17
89	SOTE/ft	%/ft	1.99%	1.99%	1.99%	1.99%
90	SOTE	%	22.43%	22.43%	22.43%	22.43%
91	Design DO Concentration	mg/L	2.0	2.0	2.0	2.0
92	FTE		6.60%	6.60%	6.60%	6.60%
93	Air requirement	scfm	10	9	10	10
94	Airflow per aeration unit	scfm	10.2	8.8	10.3	10.3
95	Aerator Type		750T	750T	750T	750T
96	Number of aeration units	units	1	1	1	1
97	Water Pressure	psig	4.87	4.87	4.87	4.87
98	Aerator Pressure Loss	psig	0.55	0.55	0.55	0.55
99	Header/Feeder P Loss	psig	0.51	0.51	0.51	0.51
100	Total Operating Pressure	psig	5.93	5.93	5.93	5.93
101	Design Motor Pressure	psig	6.93	6.93	6.93	6.93



PROJECT NO.: 3487
PROJECT NAME: Lake City POTW Nitrox
PROJECT LOCATION: Lake City, CO
DATE: April 28, 2023

PREPARED FOR

Joanne Fagan, P.E.

c/o
Steve Hansen, P.E.
Ambiente H2O

PREPARED BY

Triplepoint Environmental, LLC
Tom Daugherty, Western Region Manager
Office: (312) 428-4634
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Cell: (208) 699-7090
Email: tom@lagoons.com

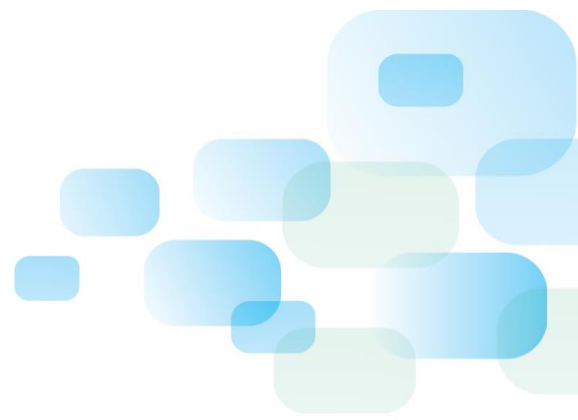
Basis of Design –Nitrox+D

The NitrOx™ Process

The patent pending NitrOx Process was developed based on the principle that nitrification will reliably occur when the proper conditions are created. For wastewater lagoon systems that receive primarily domestic waste, the critical conditions required for nitrification include:

1. **CBOD** of 20-30 mg/L
2. **Dissolved oxygen** of 4.6 lb/O₂ per pound of NH₃-N (Metcalf & Eddy)
3. **Sufficient Population of Nitrifying bacteria**
4. Given sufficient Nitrifying bacteria, a **water temperature of 4-5 °C**

NitrOx Process utilizes the existing lagoon infrastructure for 90% BOD removal, after which nitrifying bacteria begin to nitrify. The effluent from the lagoons then flows hydraulically or is pumped into a two-stage nitrification reactor. In colder climates where the winter water temperature drops below 4 °C, a thermal regulation heat exchanger is added in order to increase the water temperature, typically only a few degrees during the coldest months of the year. In the two NitrOx reactor cells, there are millions of individual biofilm carriers that provide a habitat for nitrifying bacteria –ensuring that there are sufficient nitrifying bacteria even in the coldest water conditions. Each Nitrox reactor cell has an aeration grid to provide the necessary oxygen, as well as to create a complete mix environment to keep the biofilm carriers in constant motion. The two cells are covered with floating insulated covers to mitigate heat loss and the media is kept in the tanks with stainless steel sieves. Finally, the effluent from the second NitrOx



reactor is discharged into a final polishing/clarification lagoon prior to the ultimate discharge from the lagoon system.

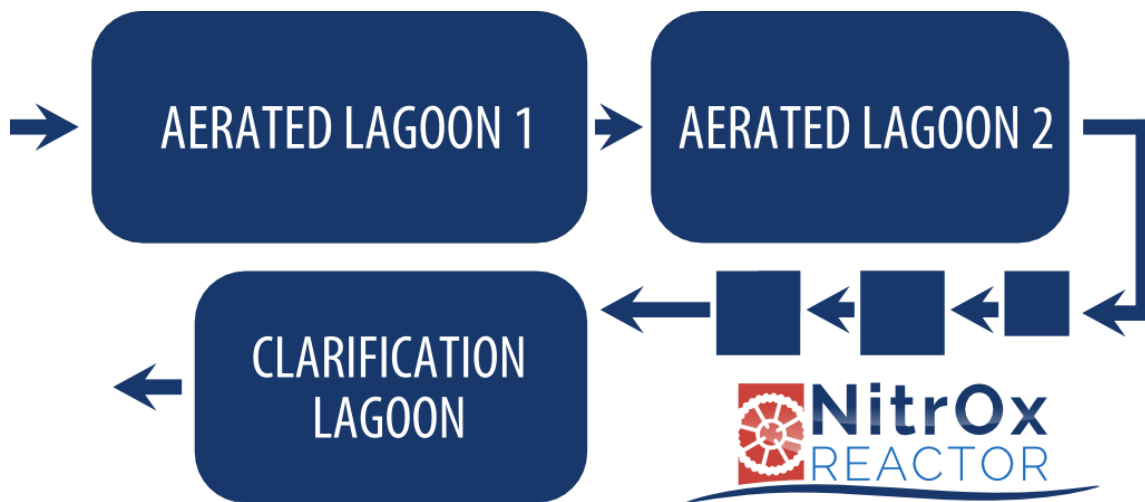


Figure 1: Basic flow diagram of the NitrOx Lagoon Ammonia Removal Process

Basis of Design - NitrOx with Fine Bubble Ares

Lake City, CO
11-Apr-
23

ARES-FB

SUMMARY - Design Input Values

	Plant Influent Characteristics	Units	Values
1	Annual Average Daily Flow	gpd	275,000
2	Maximum Monthly Average Daily Flow	gpd	275,000
3	Peak Daily Flow	gpd	825,000
4	Peak Hourly Flow	gpd	1,100,000
5	Influent BOD	mg/L	450
6	Influent BOD	lbs/day	1,032.1
7	Influent TSS	mg/L	300
8	Influent TSS	lbs/day	688.1
9	Influent NH3-N	mg/L	55.0
10	Influent NH3-N	lbs/day	126.1
11	Influent TKN	mg/L	85.0



12	Influent TKN	lbs/day	194.9
A1	Influent NOx-N	mg/L	0.0
A2	Influent NOx-N	lbs/day	0.0
13	Influent pH		7
14	Water Temperature	deg-C	12
NitrOx Influent Characteristics		Units	Values
15	Annual Average Daily Flow	gpd	275,000
16	Maximum Monthly Average Daily Flow	gpd	275,000
17	Peak Daily Flow	gpd	550,000
18	Peak Hourly Flow	gpd	687,500
19	Influent BOD	mg/L	31
20	Influent TSS	mg/L	47
21	Influent NH3-N	mg/L	55.0
22	Influent TKN	mg/L	68.2
23	Design Influent TKN	mg/L	68.2
A3	Design Influent NOx-N	mg/L	0
A4	Alkalinity Required as CaCO3 (Minumum)	mg/L	680
24	Influent pH		7
25	NitrOx Water Temperature	deg-C	5

SUMMARY - General Design Parameters			
NitrOx Tank Sizing Summary		Units	Values
26	Number of Treatment Trains Proposed		1
27	Number of Tanks Per Train		2
28	Total Number of Tanks		2
29	Length of Each	ft	24.0
30	Width of Each	ft	16.0
31	Side Water Depth of Each	ft	13
32	Tank Height of Each	ft	16
33	Volume of Each	gallons	37,340
34	Volume Total	gallons	74,680
35	Hydraulic Retention Time at Max Month Flow	hours	6.5
36	Hydraulic Retention Time at Peak Hourly Flow	hours	2.6
40	Number of Ares Units per Tank		6
41	Total Number of Ares Units		12
NitrOx Air Requirement (Per Treatment Train)		Stage 1	Stage 2
42	AOR (lbs/day)	368	378
43	Assumed Diffuser Subm. at AWL (ft.)	12.25	12.25
44	Elevation (ft.)	8,630	8,630
45	Alpha	0.75	0.75
46	Beta	0.95	0.95



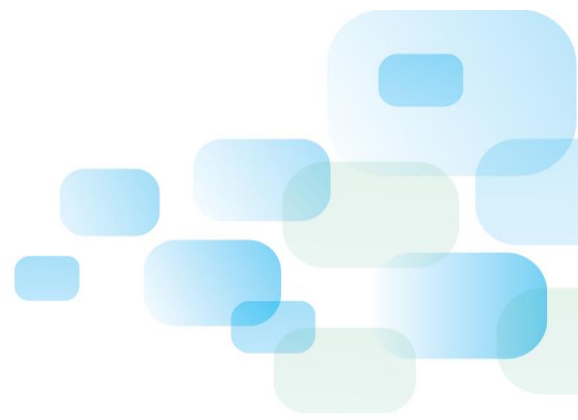
47	Target DO Residual (MBBR Process) (mg/L)	5.0	5.0
48	SOR (lbs/day)	1,884	1,934
49	Target Diffuser Efficiency/ft. Submergence	1.7	1.7
50	Airflow (scfm)	353	362
NitrOx Blower Requirement Summary		Units	Values
51	No. of Blowers (Includes one redundant)		2
52	Airflow Requirement per Blower	scfm	715
		scfm/1,000	
53	Airflow per 1,000 scfm	cf	72
54	Water Pressure at Air Release Depth	psig	5.30
55	Piping and Diffuser Losses	psig	1.50
57	Maximum Design Discharge Pressure	psig	6.80
58	Assumed Overall Efficiency		0.62
59	Approximate BHP Requirement/Blower	bhp	58.0
60	Approximate BHP Requirement Total	bhp	58.0
61	Estimated Nameplate HP / Blower	hp	75
62	Blower Type		Tri-Lobe PD

SUMMARY - Calculated Output Values

	NitrOx Effluent Parameters	Units	Values
63	Effluent SCBOD	mg/L	7.5
64	Effluent SCBOD	lbs/day	17.2
65	Effluent NH3-N in Winter (Monthly Average)	mg/L	8.0
66	Effluent NH3-N in Winter (Monthly Average)	lbs/day	18.3
67	Effluent NH3-N in Summer (Monthly Average)	mg/L	8.0
68	Effluent NH3-N in Summer (Monthly Average)	lbs/day	18.3

Scope of Supply – NitrOx

NitrOx Reactor System Integrated Equipment	Qty	Unit
PD Blowers with Sound Dampening Weather Resistant Enclosure (one duty/one duty cycle) (Shared with Aeration)	2	ea
NEMA Panel with VFD Control for Blowers (contiguous with aeration panel)	2	ea
Hi-Surface Area Media Tank Fill (Includes future needs)	2	ea



Ares FB Aeration Grid	12	ea
Custom Welded Media Retention Sieves and Duckbills	4	ea
Bucket Screening System	1	ea
Immersive Tank Heaters and Thermocouple, Auto Control	1	ea
Insulated Tank Covers	2	ea
Detailed Installation and layout plan (Shop Drawings)	1	ea
Installation Supervision and Training	6	ea
Freight Prepaid	10	lot
NitrOx Totals (includes design)	\$592,006.00	

Conditions of Sale

Price and Payment

The quote in this proposal is in US Dollars and does not include applicable federal or state taxes, fees, or tariffs. It remains valid for 60 days. Projects outside of Colorado that are not tax exempt will be self-assessed, payable by the customer to the local tax authority.

Payment Terms

Amount Due	Paid at Milestone	Timeframe/Notes
10%	Invoiced upon PO or executed contract	
20%	Invoiced upon Engineer Approved Submittal ¹	Typically, a 3–6-week process
15%	Invoiced at Interim Scope of Supply Arrival	Piping Scope will be needed likely 30-60 days after approved submittal
15%	Invoiced at Interim Scope of Supply Arrival	Some Aeration Scope may be needed for temporary treatment during construction



30%	Invoiced Upon Final Scope on Site	Likely in 2024 depending on GC progress before winter
10%	Retainage- invoiced after startup	Paid when Scope is started up

1. A submittal is a compendium of all products to be supplied including spec sheets, drawings, supplier calculations and the like. The Town engineer has final approval of the submittal.

Material Cost Escalation

If at any time the cost of materials quoted here significantly increases, through no fault of Triplepoint, the price shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 5% experienced by Triplepoint either before or after a PO is issued. Such increase in material costs may be documented by quotes, invoices, or receipts. Where the delivery of materials is delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Design Limitations

The preliminary design(s) presented in this document were calculated with information provided at the time of proposal request. The design is only as good as the information provided. If incorrect or incomplete data was provided, assumptions have been made in order to develop the finished design. Prior to product installation, design properties and considerations must be reviewed and validated by the purchasing parties.

Installation

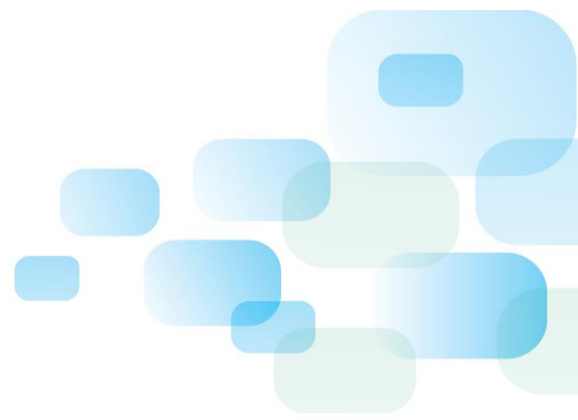
Triplepoint Environmental will provide installation supervision as part of this proposal along with certification of proper installation once complete. During installation and startup, operations staff will receive training. All installation labor is the responsibility of the customer.

Supplied by Others

Air headers are not included in this scope of supply. Installation and blower connection to air distribution header and integration to SCADA or other plant specific data recording schema are not included. Site specific preferred embodiments of installation such as exterior conduit runs, cable ties, and the like are not included. All electrical connections supplied by others.

Delivery

The Triplepoint scope will be delivered within a period of 12-18 weeks after submittal approval or receipt of purchase order. Unless prepaid, all packing and shipping costs are FOB origination. Customer is responsible for paying all taxes and fees associated with shipping.



Blowers

All blowers will provide the recommended airflow for each Ares unit at the recommended pressure. All blower installation labor, including all electrical work, is the responsibility of the customer.

Warranty

Triplepoint Environmental offers the most competitive warranty in the industry, ensuring that your Ares products are free from defects in material or workmanship for a period of five (5) years from the date of installation completion. This excludes blowers and control panel which have a two-year warranty.

Force Majeure

Neither party will be liable for any default or delay in performing an obligation under this Agreement when caused by strike, riot, war, terrorism, Act of God, generalized lack of availability of raw materials or energy, or other similar circumstances beyond our control.

Limits of Liability

Triplepoint Environmental shall not be liable for any loss of profits, business, goodwill, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this quote.

CONFIDENTIALITY NOTICE

The Ares Aeration system and Nitrox are the subject of one or more confidential patents filed in the United States Patent Office. The Client, Engineer, and any other parties contracted recognize the importance of maintaining the continued confidentiality of the design of the Ares Aeration system and Nitrox. The Client, Engineer and any other parties contracted agree that they shall not sell, transfer or disclose any such confidential information relating to the design of the Ares Aeration system and Nitrox to any other person, organization, or corporation without the express written authorization of Triplepoint Environmental LLC and pursuant to an enforceable agreement of confidentiality, except as required by law or as necessary in connection with the use, operation, maintenance, repair, or replacement of the system. Additionally, The Client, Engineer and any other parties contracted all agree to preserve the confidentiality of this proposal and all materials attached and not to distribute or copy such materials for any other parties not previously authorized by Triplepoint Environmental LL

PRELIMINARY AERATION LAYOUT

LAKE CITY, CO

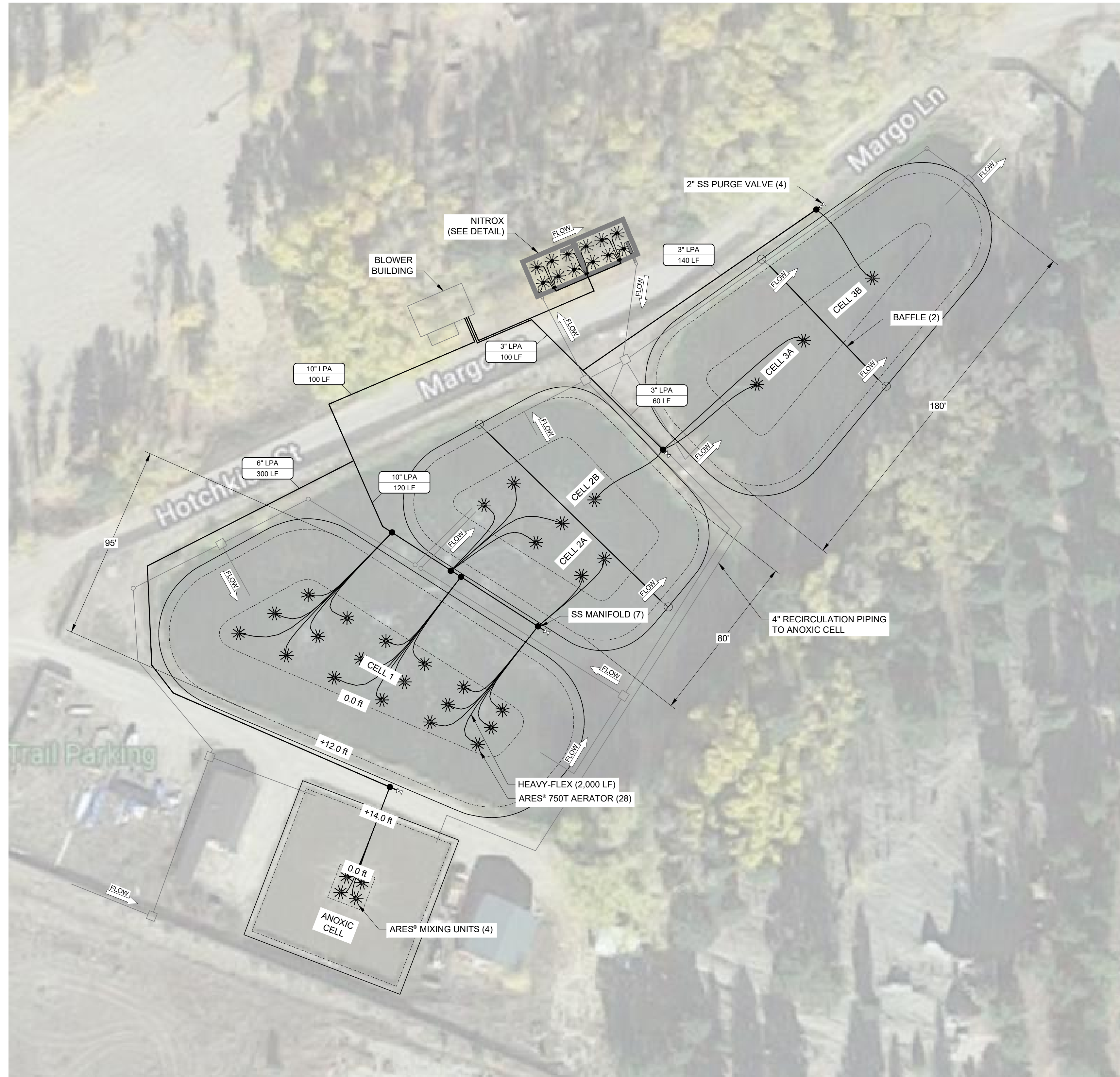
- NOTES:
- EXISTING CONDITIONS ARE TAKEN FROM AERIAL PHOTOGRAPHS, FIELD OBSERVATIONS, AND/OR PRIOR CONSTRUCTION DOCUMENTS, WHEN AVAILABLE. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
 - DRAWINGS ARE INTENDED FOR PLANNING PURPOSES TO PROVIDE A GENERAL OVERVIEW OF INSTALLATION OPTIONS AVAILABLE FOR USE WITH THE TRIPLEPOINT AERATION SYSTEM. REVISION MAY BE NECESSARY TO ACCOMMODATE PROJECT-SPECIFIC FEATURES.
 - ALL DIMENSIONS AND SIZES ARE PRELIMINARY AND MAY NEED TO BE ALTERED DURING DETAILED DESIGN.
 - IT IS RECOMMENDED THAT HEADER PIPE BE BURIED OR INSTALLED ON FLAT SURFACE OF BERM. ADDITIONAL PIPE SUPPORT WILL BE REQUIRED FOR INSTALLATION OF HEADER ON SLOPED PART OF BERM.
 - EXPANSION JOINTS, ISOLATION JOINTS, PIPE RESTRAINTS, AND PIPE SUPPORTS MAY BE REQUIRED. CONTRACTOR SHALL CONSULT ENGINEER'S CONSTRUCTION DOCUMENTS FOR REQUIREMENTS AND SPECIFICATIONS.

TYPICAL SCOPE OF SUPPLY

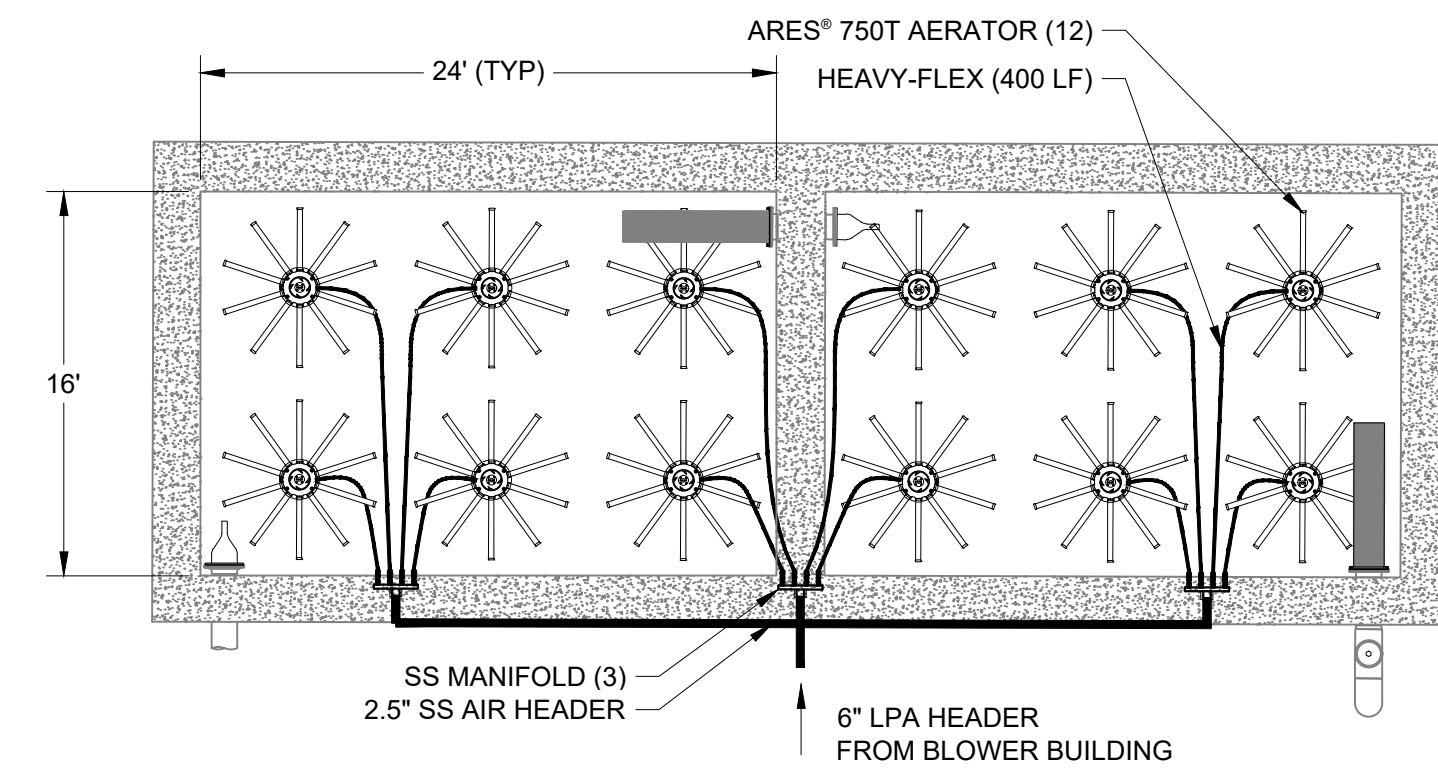
ITEM	DESCRIPTION	TPE	BYO
1	BLOWERS	X	
2	BLOWER PADS/BUILDING		X
3	HEADER PIPING & VALVES		X
4	LATERALS AND/OR RISER STUBS		X
5	AERATOR CONTROL MANIFOLDS	X	
6	AERATOR CONTROL VALVES	X	
7	FLEXIBLE TUBING	X	
8	AERATORS	X	

TPE = TRIPLEPOINT ENVIRONMENTAL
BYO = BY OTHERS

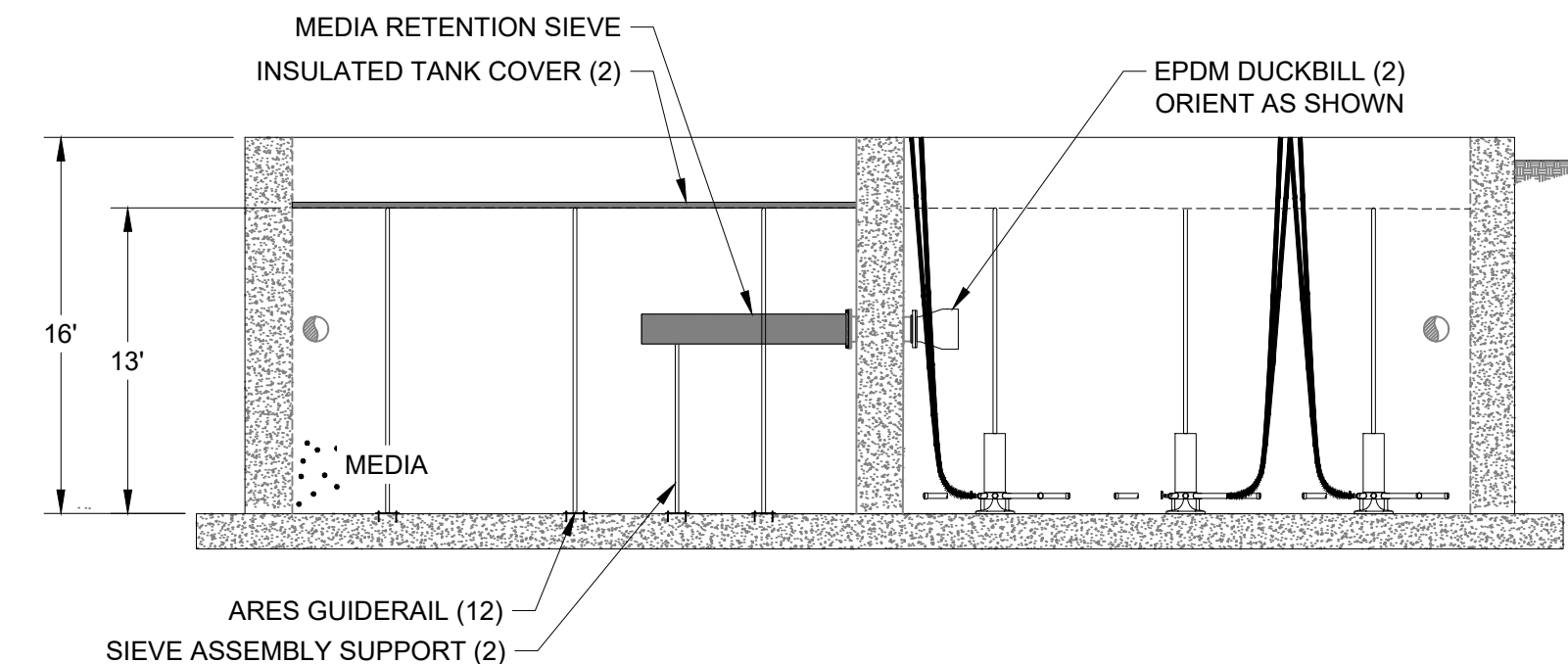
NOTE: THIS SCOPE OF SUPPLY IS TYPICAL. CHECK QUOTATION FROM TRIPLEPOINT ENVIRONMENTAL, LLC FOR COMPLETE SCOPE OF SUPPLY.



PLAN VIEW
SCALE: 1"=30'
0 15' 30'



NITROX PLAN VIEW
SCALE: NTS



NITROX SECTION VIEW
SCALE: NTS

triplepoint
ENVIRONMENTAL, LLC
6586 S. KENTON ST. CENTENNIAL, CO 80111
(303) 428-4634

REVISIONS

DATE	DESCRIPTION	REV
01/18/23	PRELIMINARY AERATION LAYOUT	A
03/14/23	NITROX DIMENSIONAL UPDATE	B
04/25/23	AERATOR COUNT; NITROX DIMENSIONS	C

LAKE CITY, CO
PROPOSED AERATION
IMPROVEMENTS

PRELIMINARY AERATION LAYOUT

DATE: 01/18/23
PROJECT NO:
CAD:
SHEET:

4/25/2023 6:14 PM

Lake City, CO

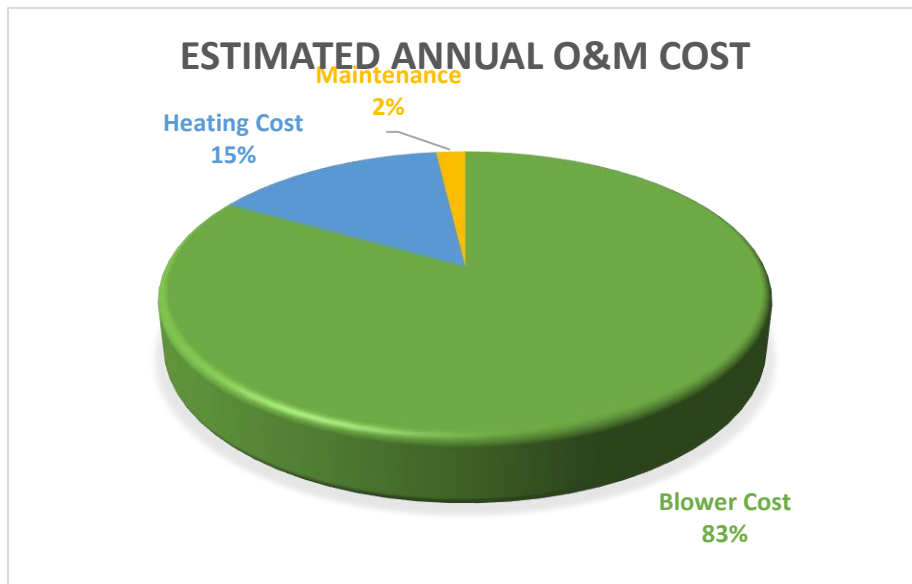
Average Yearly O&M Cost Estimate

Heating Type Electric

Item	Operating Costs	
1	Estimated Blower Operating Costs	\$79,944.35
2	Estimated NitrOx Heating Costs**	\$14,294.72
	Estimated Annual Operating Costs	\$94,239.06
	Maintenance Costs	
3	Estimated Blower Oil Changes & Belt Replacement	\$750.00
4	Estimated Membrane Replacement (every 15 years)	\$15,550.00
	Estimated Annual Maintenance	\$1,786.67
	Estimated Average Yearly O&M, with VFDs	\$96,025.73
	Estimated Average Yearly O&M, without VFDs	\$119,859.72

**Varies by inlet temperature and duration of heater use

Blower Cost \$79,944.35
 Heating Cost \$14,294.72
 Maintenance \$1,786.67



Assumptions

1. VFD will be used for blower application.
2. The average required blower utilization rate is 70% for NitrOx and 84% for Ares based on seasonal fluctuations.



Lake City, CO

Maintenance Schedule Cost Estimate

Number of Aeration Blower Units	2
Belts/Filters/Oil Change Cost per Blower	\$250.00
Number of NitrOx Blower Units	1
Belts/Filters/Oil Change Cost per Blower	\$250.00
Number of Aeration Ares Units	28
Replacement Membrane Cost per Aerator	\$400.00
Number of NitrOx Ares Units	12
Replacement Membrane Cost per Aerator	\$300.00

Year	Replacement Item	Cost
1	Blower Filter/Belt/Oil Changes	\$750.00
2	Blower Filter/Belt/Oil Changes	\$750.00
3	Blower Filter/Belt/Oil Changes	\$750.00
4	Blower Filter/Belt/Oil Changes	\$750.00
5	Blower Filter/Belt/Oil Changes	\$750.00
6	Blower Filter/Belt/Oil Changes	\$750.00
7	Blower Filter/Belt/Oil Changes	\$750.00
8	Blower Filter/Belt/Oil Changes	\$750.00
9	Blower Filter/Belt/Oil Changes	\$750.00
10	Blower Filter/Belt/Oil Changes	\$750.00
11	Blower Filter/Belt/Oil Changes	\$750.00
12	Blower Filter/Belt/Oil Changes	\$750.00
13	Blower Filter/Belt/Oil Changes	\$750.00
14	Blower Filter/Belt/Oil Changes	\$750.00
15	Blower Filter/Belt/Oil Changes	\$750.00
15	Recommended Membrane Replacement	\$15,550.00
16	Blower Filter/Belt/Oil Changes	\$750.00
17	Blower Filter/Belt/Oil Changes	\$750.00
18	Blower Filter/Belt/Oil Changes	\$750.00
19	Blower Filter/Belt/Oil Changes	\$750.00
20	Blower Filter/Belt/Oil Changes	\$750.00
Total 20 Year Cost		\$30,550.00

Lake City, CO
Blower Operating Cost Estimate

Item	Description		
<i>NitrOx Blowers</i>			
1	Number of Blowers	1	
2	Estimated Brake Horsepower per Blower	50.02	bhp
3	Average Required Utilization	70%	
4	Total Estimated Duty Brake Horsepower	35.01	bhp
<i>Ares Blowers</i>			
5	Number of Blowers	2	
6	Estimated Brake Horsepower per Blower	50.02	bhp
7	Average Required Utilization	84%	
8	Total Estimated Duty Brake Horsepower	42.02	bhp
9	Total Estimated Duty Brake Horsepower	77.03	
10	Motor Efficiency	95%	
11	Cost per Kwh	\$0.15	*
12	Power Consumed	60.81	kW
13	Hourly Cost	\$9.12	/hr
14	Daily Cost	\$218.93	/day
15	Monthly Cost	\$6,662.03	/mon
16	Annual Cost (with VFDs)	\$79,944.35	/yr
17	Annual Cost (without VFDs)	\$103,778.34	/yr

*Provided value



Lake City, CO

NitrOx Heating Cost Estimate

Design Average Flow	gpd	175,000	175,000	175,000	175,000
Percent flow to heat-ex	%	100%	100%	100%	100%
Flow-rate to heat-ex	gpd	175,000	175,000	175,000	175,000
Water Inlet Temperature	°C	0	1	2	3
Design Operating Temp	°C	5	5	5	5
Temperature Rise	°F	9	7.2	5.4	3.6
Pounds of water	lb/day	1,475,250	1,475,250	1,475,250	1,475,250
Temp rise energy use/day	BTU/day	13,277,250	10,621,800	7,966,350	5,310,900
Temp rise energy use/hour	kW	162.14	129.71	97.28	64.86
Temp rise energy use/month	BTU/month	398,317,500	318,654,000	238,990,500	159,327,000
Number of months of heat	months	1	1	1	1
Temp rise energy use/year	BTU	398,317,500	318,654,000	238,990,500	159,327,000
Temp rise energy use/year	kWh	116,740.18	93,392.15	70,044.11	46,696.07

Total Annual Energy Use

Gas Heater Efficiency	%	83%	83%	83%	83%
Gas	BTU	479,900,602	383,920,482	287,940,361	191,960,241
Cost per BTU Natural Gas	\$/100,000 B	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75
Annual Natural Gas Energy Cost	\$	\$ 3,599	\$ 2,879	\$ 2,160	\$ 1,440
Cost per Gallon Propane	\$/91500	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
Annual Propane Energy Cost	\$	\$ 7,867	\$ 6,294	\$ 4,720	\$ 3,147
Electric Heater Efficiency	%	98%	98%	98%	98%
Electric	kWh	119,122.63	95,298.11	71,473.58	47,649.05
Cost per kWh*	\$/kWh	\$ 0.1500	\$ 0.1500	\$ 0.1500	\$ 0.1500
Annual Electric Energy Cost	\$	\$ 17,868	\$ 14,295	\$ 10,721	\$ 7,147

*As per electricitylocal.com

NitrOx Gas Heater Costs**

Months	Average Inlet Temperature in F			
	32	33.8	35.6	37.4
1	\$ 3,599	\$ 2,879	\$ 2,160	\$ 1,440
2	\$ 7,199	\$ 5,759	\$ 4,319	\$ 2,879
3	\$ 10,798	\$ 8,638	\$ 6,479	\$ 4,319
4	\$ 14,397	\$ 11,518	\$ 8,638	\$ 5,759

**Propane gas is available as an energy alternative.

NitrOx Propane Gas Costs

Months	Average Inlet Temperature in F			
	32	33.8	35.6	37.4
1	\$ 7,867	\$ 6,294	\$ 4,720	\$ 3,147
2	\$ 15,734	\$ 12,588	\$ 9,441	\$ 6,294
3	\$ 23,602	\$ 18,881	\$ 14,161	\$ 9,441



4	\$ 31,469	\$ 25,175	\$ 18,881	\$ 12,588
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Electric Heater Costs

Months	Average Inlet Temperature in F			
	32	33.8	35.6	37.4
1	\$ 17,868	\$ 14,295	\$ 10,721	\$ 7,147
2	\$ 35,737	\$ 28,589	\$ 21,442	\$ 14,295
3	\$ 53,605	\$ 42,884	\$ 32,163	\$ 21,442
4	\$ 71,474	\$ 57,179	\$ 42,884	\$ 28,589



Alkalinity Adjustment Chemical Consumption

Discussion: Recent sampling indicates the site is more alkalinity challenged than previously thought and particularly so during the peak flow summer months.

Triplepoint has proposed a recirculation stream that properly optimized over time will restore a portion of alkalinity which is consumed during the nitrification (ammonia removal) process.

However, the peak summer periods with higher TKN (nitrogen species) portends to need alkalinity restoration by the addition of a chemical. The proposed scope of supply includes chemical feed system, 500-gallon storage tank with 500 gallons of initial chemical and associated plumbing/fittings. We are recommending magnesium hydroxide aka MAGOX. Other chemicals are available.

Additionally, installing a new subsurface diffusion system has shown to normalize pH values which is inversely related to alkalinity.

With the new aeration system, the pending optimization of the recirculation stream, and the wide range of design flows with disparate TKN loading it is difficult to model the amount of MAGOX that is needed.

For budgetary purposes, using \$800.00 a month annualized would be a reasonable set aside. Some months may be more and others less or even nil pending new plant acclimation.

QUALIFICATION STATEMENT

Please complete all the questions. If additional space is needed, please attach a separate sheet of paper which references the question number.

EP Contractor Name: Triplepoint Environmental, LLC _____

Address: 6586 S Kenton St. Centennial, CO 80111 _____

Telephone 312-428-4634 _____ Email tom@lagoons.com__

Principal Owner/Officer: Brady O’Leary, Managing Director _____

Name Title
 Corporation ___ Partnership ___ Individual ___ Joint Venture

I. TYPES OF WORK (list years of experience for each type of work desired)

Aeration Equipment x ___ Nitrification x ___
Control Equipment x Package WW plants ___

Other (list) Denitrification, Phosphorus reduction, Design Build, header piping design, recirculation design

II. GENERAL EXPERIENCE INFORMATION

2.1 How many years has your organization been in business under your present business name?
Under the current owners? 11 _____

2.2 Date of organization or incorporation: 2008_
State
Delaware

2.3 Names, Titles of Officers/Owners/Partners:
Brady, O’Leary – Managing Director; Patrick
Hill – Managing Member

If a partnership is it a general, limited, or association?

2.4 If you have controlling interest in any firm(s) other than the one listed above, list here: no

2.5 List percent of materials and equipment are typically included in equipment package are produced internally 55%

List other major vendors: Kaeser, Gardner Denver, Aerzen, _____

If the answer to any of questions 2.6 - 2.11 is yes, provide explanation and/or details on a separate sheet of paper.

2.6 Have you or your organization or any officer or partner thereof failed to complete a contract awarded to it? Yes No If yes, give details:

2.7 Has the firm, any of its officers, principals, superintendents, or managers been involved in any litigation or court proceeding in the past eight (8) years? Yes No If yes, explain (listing type, kind, plaintiff, defendant, current status, etc.

2.8 Are there any judgments, claims, arbitration matters, unresolved contract disputes, or suits pending or outstanding against the firm, or any of its officers or principals? Yes No If yes, explain.

2.9 In the last eight years (8) has your firm, any of its officers, principals, managers, or superintendents filed any lawsuits or requested arbitration or formal mediation for or related to a construction contract? Yes No If yes, explain.

2.10 Has the firm, any of its officers, principals, superintendents, or managers been involved in any bankruptcy action as a bankrupt? Yes No If yes, explain

2.11 In the last eight (8) years has any of the firms officers, principals, managers, or superintendents ever been an officer or principal in another organization when it failed to complete a construction contract or filed any claims, lawsuits or requested arbitration or formal mediation for a construction contract? Yes No If yes, explain.

2.12 List on a separate sheet of paper the major projects your firm, its officers and principals, has completed during at least the last 5 years, providing, at a minimum, the following information for each project.

Name, Address, Phone, Contact Name of: Project, Owner, and Engineer If other

than this firm, list Name, Address, Phone for Firm

Type of Project

Contract Amount, Date Completed

Percentage of work done with own forces and nature of that work

2.13 Total average annual construction valve of work for the last 5 years. \$ 7 million

2.14 List on a separate sheet of paper the major projects your firm has in progress at this time, providing, at a minimum, the following information for each project.

Name, Contact Name, Address, Phone of: Project, Owner, and Engineer, Type of Project

Contract Amount, Scheduled & Expected Completion Date, Percent Completed Percentage of work done being done with own forces and nature of that work

2.15 Total value of work under contract and in progress \$ 15 million

III. PERSONNEL OF ORGANIZATION

3.1 Provide resumes for the organization's principals, officers, and superintendents and managers the organization intends to assign to this project. Resumes shall include the last 3 projects of similar scope on which each person worked and define the role each played.

IV. REFERENCES

4.1 Surety - List the Surety Companies that have bonded your work for the past five years (use a separate paper if necessary):

Name of Surety Name, Address of Agent	Project and Location	Period of Bond From To	Maximum Limits & General Comments
---	----------------------------	---------------------------	--------------------------------------

See attached TPENV Vendor Reference for Surety name and address.

4.1.a Total Currently Bonded \$550k Total Current Bond Limits \$5,000,000.00
See TPENV Vendor Reference attachment.

4.2 Bank Reference: See TPENV Vendor Reference attachment.

4.3 Trade References: See PENV Vendor Reference attachment.

V. FINANCIAL INFORMATION (See PENV Vendor Reference attachment.)

3.1 If requested, provide a financial statement with balance sheet and income statement and the following minimum information:

Current Assets: Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials, prepaid expenses, net fixed assets, and other assets.

Current Liabilities: Accounts Payable, notes payable, accrued interest on notes, provision for incomes taxes, advances received from owners, accrued salaries, accrued payroll taxes, other

liabilities and capital (capital stock, authorized and outstanding shares of value, earned surplus and retained earnings).

Name of firm preparing the statement and date of the statement Fractional CFO Is Jack

- 3.2 Is the financial statement for the same exact firm as the qualification statement? If not, what is the relationship and the financial responsibility of the organization whose financial statement is provided?
- 3.3 Will the organization whose financial statement is provided act as a guarantor for the contract for which this qualification statement is provided? Yes ____.

AFFIDAVIT

Tom Daugherty certifies and says: That he is an authorized representative (Western Region Manager) of (Triplepoint Environmental) submitting this statement of experience; that s/he has read the same, and that the same is true of his/her knowledge; that the statement is for the purpose of providing construction proposals/proposals for the Lake City Wastewater Equipment and that any vendor or other agent therein named is hereby authorized to provide information necessary to verify the statement; and that furthermore, should this statement at any time cease to properly or truly represent his condition in any substantial respect, it will refrain from further work for the Town until it shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing and attached information provided herein is true, correct, and sufficiently complete to not be misleading:

Subscribed on this January 26, 2023 at

Note: Use full corporate name & attach corporate seal here, if corporation

Official must sign here 

Title Western Region Manager _____

Attested: 

NOTE: Statement will be returned and proposals and/or proposals rejected unless this affidavit is completed in EVERY respect.

Triplepoint Environmental Company Summary

02/22/2023



Triplepoint Environmental
6586 S Kenton St Suite 100
Centennial, CO, 80111



LAGOONS

Do it better.™

Your Lagoon: Our Passion. Our Focus. Our Guarantee.

We specialize in helping lagoons to meet stricter effluent requirements, expand capacity, and upgrade antiquated equipment.

By leveraging and improving the existing lagoon infrastructure, we deliver the most cost effective, low maintenance treatment solution possible.

Triplepoint Environmental was born out of 30 years of wastewater lagoon expertise and has its principal offices at 1010 Lake Street, Suite 503, in Oak Park, IL, 60301. Since the startup of the Hamilton Lakes Wastewater Reclamation facility (Itasca, Illinois) in 1980, members of the Triplepoint team have specialized in lagoon-based wastewater treatment and lagoon aeration technology.

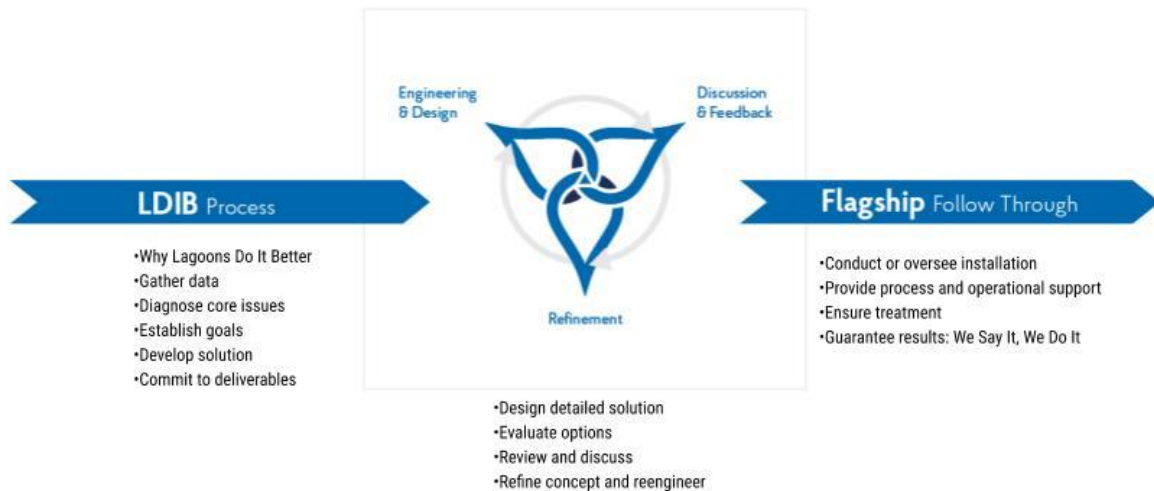
Triplepoint engineers have been involved in the design and equipping of wastewater lagoons ranging from 4,000 gallons per day (gpd) to a 24 million gpd facility constructed in the Tong Zhou District of Beijing, China, for the then-upcoming Summer Olympics. Today, Triplepoint has over 150 installations in the field and is completing approximately 25 projects per year on average.

Triplepoint holds multiple United States patents (some pending) for technologies including the Ares® Aeration System. With an international manufacturer's representative network and installations across North America, Triplepoint has established a strong foothold in the wastewater lagoon niche while being consistently profitable over the course of its existence.

Triplepoint was born out of over 30 years of lagoon engineering expertise and has over 150 installations in North America.

Our Proven Process: Your Tailored Solution

At Triplepoint Environmental, we believe in partnerships with lagoon owners and engineers to plan, design, and implement the best possible treatment system for a wastewater facility—one that we guarantee will work; one that we stand behind. The Lagoons Do It Better process, illustrated below, has been developed over the course of 150 projects and is a proven approach to developing a successful solution for the end user. A Triplepoint lagoon specialist interfaces with the in-house engineering team in order to ensure the project is designed cost effectively and practically to meet the needs of the end user. Triplepoint’s engineering team includes construction and wastewater operations experience, ensuring that the design is practical and cost effective.



We Say It, We Do It—Guaranteed!

At Triplepoint our Core Values are not just what we live by, they exemplify who we are as people. We take responsibility for the process and equipment that we provide and stand behind it; if we say it will do something, we will make sure it does. That is why we are providing both a 5-Year Process Performance Guarantee and 5-Year Mechanical Warranty as part of our proposal. We guarantee:

- Equipment Performance
- Equipment Quality
- Accurate Calculations
- Customer Satisfaction

LAGOONS
Do it better.

+

TAILORED
PROCESS

+

WE SAY IT
WE DO IT
GUARANTEED

Your Lagoon: Our Passion. Our Focus. Our Guarantee.

We specialize in helping lagoons to meet stricter effluent requirements, expand capacity, and upgrade antiquated equipment.

By leveraging and improving the existing lagoon infrastructure, we deliver the most cost effective, low maintenance treatment solution possible.

Our Proven Process: Your Tailored Solution.

No two lagoons are the same, and that's why it's crucial to customize a solution to your plant's unique circumstances. Our proven design/implementation process ensures that engineers and owners develop the best possible solution for their lagoon system.

We Say It, We Do It—Guaranteed!

- We keep our word and stand behind our work.
- If we say we will do something, we do it.
- Our Guarantee is unmatched in the industry.

Video Case Studies - Aeration

For additional information on Triplepoint Environmental and a collection of case study videos, visit our video channel: <https://www.youtube.com/user/TriplePointWater/videos>. The below videos in particular display our lagoon aeration system in action!

- [Pacific, MO 360 VR Case Study](#)
- [DeSoto, IA 360 VR Case Study](#)
- [Triplepoint Lagoon Aeration Installations](#)
- [Triplepoint Industrial Lagoon Aeration Installations](#)
- [Fruit Processing Wastewater Lagoon Upgrade](#)
- [Wastewater Lagoon Mixing Case Study](#)
- [Lagoon Aeration Upgrade: Pinckney, MI](#)
- [Lagoon Aeration Retrofit: A Video Case Study](#)
- [Lagoon Aeration System Design: Calculations and Common Pitfalls](#)
- [Parsons Wastewater Lagoon Upgrade](#)
- [Coopersville Case Study](#)

Project Engineering Support & Service

During development, construction, and startup of the project, Triplepoint offers the services of the following people for technical service and support:

Mike Wever is the Chief Engineer at Triplepoint Environmental. He has been with the company from its founding and has played an instrumental role in propelling Triplepoint to the forefront of the Lagoon Solutions marketplace. Mr. Wever says his favorite occupation is “the application of creative genius to solve complex technical challenges”. That innovative spirit has resulted in numerous marketable products and solutions, many of which have been patented, and all of which are currently working in the field. These include diffused aeration products, advanced lagoon technologies and biological reactors, with more to come. While his primary focus has been in the wastewater industry, Mr. Wever has extensive experience in Manufacturing, Construction, Heavy Industry and Consulting Engineering. His working knowledge and expertise spans a wide spectrum of disciplines including Mechanical, Civil, Process, and Structural Engineering. His accreditation includes a bachelor’s degree in Mechanical Engineering from Virginia Tech and an active Professional Engineering license in multiple states. Mike will be responsible for all project engineering and supporting drawings

Shakthi Jayavelu is a Process engineer with Triplepoint Environmental since 2019. Previously, he spent six years as a Process Engineer with a packaged treatment plant manufacturer. His focus was on MBBR design for BOD and nutrient removal. His academic background includes a Bachelor of Science degree in Chemical engineering from Anna University (India) and a Master's in Environmental Engineering from The Ohio State University. Shakthi will be responsible for nitrification modeling and design.

Alex Vimont has been with Triplepoint since 2017 and runs the startup, troubleshooting, installation and maintenance arm Triplepoint through 3Point Services. He is a professional engineer with 15+ years of experience in Civil Engineering, completing his studies at Colorado State University. His technical mind, hands on skills and achievement driven personality makes him great at taking the plans from an idea to completion. He also excelled at problem prevention and troubleshooting. Alex will oversee on-site installation and startup.

Tom Daugherty is Triplepoint Environmental’s Western Regional Manager and is a licensed WWTP operator in WA State. Recently, he served as National Sales Manager for s::can Measuring Systems offering online instrumentation. He also spent seven years as President of Blue Water Technologies, an environmental products company targeting both municipal and industrial water treatment markets. He is an adjunct professor in the Business Department at Gonzaga University. He holds an MBA with a focus in Sustainability. Tom will be the overall Project Manager assisted by inside project management and accounting staff.

Leah Santiago is a Project Success Engineer with Triplepoint Environmental since 2021 managing projects from purchase order to installation and beyond. She has a strong background in both process

engineering and project management and has extensive experience in water and wastewater treatment. She's most recently worked for a consulting company and prior to that at a wastewater treatment facility. She has a master's degree in Environmental and Water Engineering from University of Colorado at Boulder.

Peter Rottman is Mechanical Engineer and has been with Triplepoint Environmental since 2021. Prior to joining Triplepoint Environmental, he spent four (4) years as a Sales Engineer in the Port & Terminal industry working for Kalmar USA delivering large scale cargo handling machinery and automation systems. Prior to that, Peter spent four (4) years as a Design Engineer working for Schlumberger on subsea oil & gas production equipment. He has a Bachelor of Science in Mechanical Engineering from The University of Texas at Austin. Peter will be responsible for the mechanical design of the systems.

Kevin Walker is a Mechanical Engineer who joined Triplepoint Environmental in 2023. Kevin Started his engineering career as a Forensic Engineer working on projects ranging from small plumbing fixture failures to large construction defect cases. After leaving Forensics, Kevin spent the last eight (8) years working as a Project Manager and Design Engineer for Airport Baggage Handling System Projects across the globe. Kevin has a Bachelor of Science in Mechanical Engineering from the University of Colorado Denver. He is also a licensed Professional Engineer in Colorado, Indiana, Montana, and the Northern Mariana Islands. Kevin is also a certified Project Management Professional.



Company Information:

Triplepoint Environmental LLC

6586 S Kenton St Suite 100
Centennial, CO 80111

312-428-4634 Office
312-212-8220 Accounting

FEIN: 46-5016426
Established: 2014

Duns 08026655

Wastewater Lagoon Aeration Systems

Bank Information:

Hinsdale Bank & Trust
A Wintrust Community Bank
6262 South Route 83
Willowbrook, IL 60527

Telephone: 630-560-2112
Fax: 630-594-7829

Grant Ohlson
gohlson@hinsdalebank.com

Insurance:

Bulow Group
1415 Park Ave
Denver, CO 80205
Rob Randick, CRM
708-258-5448
rrandick@thebulowgroup.com

Order Contact: Leah Santiago
Leah@lagoons.com
312-428-4634

Accounting Contact:
Terry Gray
Terry@lagoons.com
312-212-8220

Please send invoice to:
Terry@Lagoons.com

References:

Kohler Industrial Castings
91283 Collections Center Dr.
Chicago, IL 60693-0912
920-457-4411
shailesh.patle@kohler.com

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320
404-977-3675
andy@aerzenrental.com

Kaeser Compressors, Inc.
511 Sigma Drive
Fredericksburg, VA 22408
Controller: Lisa Wightman
540-898-5500 Ext: 1005

Excelsior Blower Systems, Inc.
331 June Avenue
Blandon, PA 19510
610-921-9558
corrinne.fletcher@excelsiorblower.com

LAGOONS
Do it better.



2022 in Review

2022 was another banner year for Triplepoint Environmental!

42

Projects Won

230

Prospective Projects

31

New Installations

14

Projects Under Construction

1,012

Ares Units Shipped

227B

Cumulative Gallons Treated

2022 Net Promoter Score Results

We recently emailed a survey to all our contacts asking them to rate how likely they are to recommend Triplepoint to a friend or colleague on a scale of 1 to 10, with 10 being Most Likely. The score:

9.22!

We won't rest until we hit a perfect 10, but it means a lot to us to be so well regarded by our customer and prospects.

We appreciate your contributions to our success!



Facebook



LinkedIn



Youtube



Instagram



Triplepoint's products are proudly designed, engineered, and manufactured in the USA

Installation Name	Flow (GPD) of aerated		Location - City	State - Install Year
Parsons WWTP	400,000	18	PARSONS	WV 2009
City of China	10,000	2	CHINA	TX 2010
Mill Creek WWTP Storage	650,000	44	GENEVA	IL 2010
Tucker County Landfill Lagoon	30,000	4	DAVIS	WV 2010
Wasco Sanitary District WWTP	316,000	5	WASCO	IL 2010
Hampton WWTP	101,000	8	HAMPTON	MN 2011
Henning WWRR	74,000	24	MCHENRY	IL 2011
Southern Jackson WWTP	7,000,000	288	OCEAN SPRINGS	MS 2011
Town of Aylmer	1,585,020	51	AYLMER	ON 2011
American Crystal Sugar	2,875,000	78	EAST GRAND FORKS	MN 2012
CF Industries	350,000	17	WOODWARD	OK 2012
City of Coopersville	2,000,000	480	COOPERSVILLE	MI 2012
Eaton Corporation	20,000	2	ROXBORO	NC 2012
Hermit Lake WWTP	40,000	1	HERMIT LAKE	IN 2012
Roquette America	2,250,000	80	KEOKUK	IA 2012
Village of Lakewood	325,000	12	LAKE ODESSA	MI 2012
Winslow WWTP	55,000	4	WINSLOW	IL 2012
American Crystal Sugar Phase 2	8,625,000		EAST GRAND FORKS	MN 2013
Pea Ridge WWTP	300,000	30	PEA RIDGE	AR 2013
South Suburban Sanitary District	2,700,000	63	KLAMATH FALLS	OR 2013
TFC Poultry	101,000	16	ASHBY	MN 2013
Town of Oakland WWTP	1,000,000	14	OAKLAND	MD 2013
Town of Waldoboro	50,000	2	WALDOBORO	ME 2013
Village of Lakewood Phase 2	975,000	36	LAKE ODESSA	MI 2013
Whites Run WWTF	100,000	6	HEDGESVILLE	WV 2013
Albany WWTF	136,000	14	ALBANY	MO 2014
City of Montreal	650,000	11	MONTREAL	WI 2014
City of Nashville	3,500,000	136	NASHVILLE	AR 2014
Little River Casino	150,000	19	MANISTEE	MI 2014
Pinckney WWTP	130,000	12	PINCKNEY	MI 2014
Rams Hill Contact Chamber	400,000	2	RAMS HILL	CA 2014
Ajinomoto Company	1,200,000	2	EDDYVILLE	IA 2015
Cape Rock Village WWTP	80,000	3	CAPE GIRARDEAU	MO 2015
City of La Grande	3,500,000	32	LA GRANDE	OR 2015
Henry of Pelham Winery WWTP	30,000	3	NIAGARA	ON 2015
Hillcrest Manor WWTF	60,000		CAPE GIRARDEAU	MO 2015
Marco Island WRP	2,100,000	2	MARCO ISLAND	FL 2015
Peterson Farms	1,600,000	46	SHELBY	MI 2015
The Villages at Whiteman WWTF	100,000		SEDALIA	MO 2015
Vande Bunte Egg Farm	25,000	2	MARTIN	MI 2015
Wild Turkey Distillery Phase 1	280,000	19	LAWRENCEBURG	KY 2015
City of Humboldt WWTP	400,000	15	HUMBOLDT	TN 2016
City of Tulelake WWTP	180,000	18	TULELAKE	CA 2016

City of Yerington WWTP	345,600	16	YERINGTON	NV	2016
Corvallis County Sewer District	135,000	6	CORVALLIS	MT	2016
Dye's Valley at TPC Sawgrass	65,000	3	PONTE VEDRA BEACH	FL	2016
F&A Dairy	65,000	32	DRESSER	WI	2016
Fife Lake WWTP	100,000	8	FIFE LAKE	MI	2016
Great Lakes Packing, Inc.	300,000	8	KEWADIN	MI	2016
Markey WWTP	414,000	20	HOUGHTON LAKE	MI	2016
T&R Feed	6,000	4	GALLUP	NM	2016
Village of Attica WWTP	35,000	15	ATTICA	OH	2016
Village of Quincy	320,000	22	QUINCY	MI	2016
Wild Turkey Distillery Phase 2	280,000		LAWRENCEBURG	KY	2016
Ajinomoto Phase 2	200,000		EDDYVILLE	IA	2017
Bonduelle Foods	750,000	16	FAIRWATER	WI	2017
City of Bishop WWTP	1,500,000	4	BISHOP	CA	2017
City of Canton WWTP	60,000	1	CANTON	MO	2017
City of Ponchatoula WWTP	1,500,000	33	PONCHATOULA	LA	2017
City of Yerington WWTP, Phase 2	345,600		YERINGTON	NV	2017
Columbia Discovery Center Icefield WA	52,000	4	JASPER	AB	2017
Eagle Sanitary District	2,800,000	84	EAGLE	ID	2017
Hawthorne Utilities WWTP	440,000	20	HAWTHORN	NV	2017
Loveland Best Western Lagoon	10,000	2	LOVELAND	CO	2017
Moffat Water Treatment Plant	150,000	4	LAKEWOOD	CO	2017
Redway WWTP	122,500	1	REDWAY	CA	2017
Round Mountain WWTP	160,000	5	ROUND MOUNTAIN	NV	2017
Southern Minnesota Beet Sugar Coop	1,000,000	216	RENVILLE	MN	2017
Talkeetna Water & Sewer	120,000	2	TALKEETNA	AK	2017
Twin Lakes Conference Center	10,000	2	JACKSON	MS	2017
US Nitrogen Co.	100,000		MIDWAY	TN	2017
Village of Nashville WWTF	160,000	8	NASHVILLE	MI	2017
Weyerhaeuser Dierks Mill Pre-treatme	30,000	15	DIERKS	AR	2017
Benton WWTP	120,000		BENTON	MO	2018
City of De Soto STP	630,000	16	DESOTO	IA	2018
Delta PWS	80,000		DELTA	MO	2018
City of Dillon WWTP	2,950,000	96	DILLON	SC	2018
City of Hills WWTP	100,000	11	HILLS	IA	2018
City of Revelstoke WWTP	850,000	29	REVELSTOKE	BC	2018
Continental Dairy WWTP	1,200,000	12	ROOSEVELT	TX	2018
District of Hope WPCF	1,056,000	35	HOPE	BC	2018
Elm Hills Utility Operating Company	36,500	1	SEDALIA	MO	2018
Henry of Pelham Winery WWTP Phase	40,000	3	NIAGARA	ON	2018
Lakeside Manor MHC	54,000	7	DAVENPORT	IA	2018
Logan Aluminum	30,000	4	RUSSELLVILLE	KY	2018
McClure Boat Club	1,500	2	SNELLING	CA	2018
Merriam Vineyards	2,000	4	HEALDSBURG	CA	2018

Municipality of South Huron WWTP	940,000	28	EXETER	ON	2018
Newport Sanitary District	330,000	20	NEWPORT	ME	2018
Park View Sanitary District	340,000		ELDRIDGE	IA	2018
Rifle Correctional Facility WWTP	21,600	18	RIFLE	CO	2018
Scheid Vineyards Pilot	100,000	8	GREENFIELD	CA	2018
Ste. Chapelle Winery WWTP	8,000	4	CALDWELL	ID	2018
The Amalgamated Sugar Company	200,000	8	PAUL	ID	2018
Ventura Foods	200,000	40?	OPELOUSAS	LA	2018
WABAG	10,000	1	ARGES		2018
West Glacier RV Park	30,000	4	COLUMBIA FALLS	MT	2018
Westbridge Place	2,200	2	CAPE GIRARDEAU	MO	2018
American Crystal Sugar Phase 3	13,000,000	118	EAST GRAND FORKS	MN	2019
Bear Valley Water District	120,000	12	ALPINE COUNTY	CA	2019
Bogus Basin Ski Area WWTF	20,000	4	BOGUS BASIN	ID	2019
City of Clifton WWTP	500,000	10	CLIFTON	TN	2019
Norway WWTP	132,000	28	NORWAY	IA	2019
Ola WWTP	200,000		OLA	AR	2019
City of Ottawa	60,000	15	OTTAWA	ON	2019
City of Pacific WWTF	2,000,000	99	PACIFIC	MO	2019
Danielsville WWTP	63,000	9	DANIELSVILLE	GA	2019
MAWC Lake Carmel WWTF	26,000		EUGENE	MO	2019
MAWC Maplewood Subdivision WWTF	132,000	8	SEDALIA	MO	2019
Michigan Sugar	1,240,000	152	BAY CITY	MI	2019
Oak Ridge National Laboratory WWTP	50,000	5	OAK RIDGE	TN	2019
Oregon Water Wonderland	900,000	9	BEND	OR	2019
Rainbow Acres Subdivision	10,000		SEDALIA	MO	2019
Saputo Cheese USA Inc.	192,000	30	LENA	WI	2019
Stoney Creek	5,000		JEFFERSON CITY	MO	2019
Torrington WWTP	700,000		TORRINGTON	WY	2019
Town of Antigonish	1,800,000	4	ANTIGONISH	NS	2019
Town of Noxapater	25,000	1	NOXAPATER	MS	2019
Town of Ten Sleep WWTP	20,000	6	TEN SLEEP	WY	2019
Town of Waldoboro WWTP Phase 2	150,000	4	WALDOBORO	ME	2019
TPG Agropur, Inc.	1,500,000	10	LAKE NORDEN	SD	2019
Village of Hawkins WWTF	118,000	5	HAWKINS	WI	2019
Village of New Bremen WWTP	722,000	23	NEW BREMEN	OH	2019
Weyerhaeuser Pre-treatment	15,000	15	MILLPORT	AL	2019
White Bird WWTP	30,000	10	WHITE BIRD	ID	2019
Beau Villas WWTP	200,000	8	SLIDELL	LA	2020
Biggs WWTF	380,000	3	BIGGS	CA	2020
Cantua Creek Subdivision	30,000	6	CANTUA CREEK	CA	2020
MAWC Cedar Valley WWTF	15,762		JEFFERSON CITY	MO	2020
CF Industries Pilot	1,000,000		WOODWARD	OK	2020
City of Dauphin WWTP	1,728,000		DAUPHIN	MB	2020

Kennett WWTF	1,400,000	45	KENNETT	MO	2020
Clio Lagoon	300,000		CLIO	AL	2020
Copper Cove WWTP	260,000		COPPEROPOLIS	CA	2020
Daiken New Zealand	132,000	8	RANGIORA		2020
Darling Ingredients	200,000	60	UNION CITY	TN	2020
District of Clearwater	158,000	11	CLEARWATER	BC	2020
El Porvenir WWTP	20,000	4	FRESNO COUNTY	CA	2020
Kennedy Oxidation Pond	100,000	3	VILLE PLATTE	LA	2020
MAWC Cedar Hill WWTF	208,000		CEDAR HILL	MO	2020
MAWC Hickory Hills WWTF	16,400		CALIFORNIA	MO	2020
MAWC Ryan's Lake Subdivision WWTP	27,750		NEW BLOOMFIELD	MO	2020
Mission Hills CSD	290,000	20	LOMPOC	CA	2020
Murphys Sanitary District	200,000	29	MURPHYS	CA	2020
Scooba POTW	*manhole*	1	SCOOBA	MS	2020
Sweet Springs WWTF	120,000		SWEET SPRINGS	MO	2020
Village of Nakusp	288,000	1	NAKUSP	BC	2020
Waste Management Magnolia Landfill	N/A		MONROE	LA	2020
Wellington WWTF	60,000		WELLINGTON	MO	2020
Woodland Acres WWTP	20,000	1	BASTROP	LA	2020
Andrews Subdivision STP	55,000		BASTROP	LA	2021
Brownsville, TN	2,280,000	60	BROWNSVILLE	TN	2021
Chaffee WWTF	510,000		CHAFFEE	MO	2021
City of Clarkfield STP	327,000	28	CLARKFIELD	MN	2021
City of Conway Springs	156,000	19	CONWAY SPRINGS	KS	2021
City of La Grande	3,500,000	32	LA GRANDE	OR	2021
Parsons STP	970,000	26	PARSONS	TN	2021
Preston WWTP	288,000		PRESTON	IA	2021
DemKota Ranch Beef	100,000		ABERDEEN	SD	2021
Eagle Sanitary District Phase 2	2,800,000	120	EAGLE	ID	2021
Hammond, City of (South)	5,500,000	142	HAMMOND	LA	2021
Lange Twins Vineyard	80,000	40	ACAMPO	CA	2021
Selmer STP	1,100,000		SELMER	TN	2021
Silverwood Theme Park	250,000	16	ATHOL	ID	2021
Southern Minnesota Beet Sugar Coop	1,000,000	162	RENVILLE	MN	2021
South Point Elementary WWTP	12,000		WASHINGTON	MO	2021
Tavistock ON	666,000	24	TAVISTOCK	ON	2021
The Amalgamated Sugar Company	200,000	194	PAUL	ID	2021
Village of Albany	85,000	10	ALBANY	LA	2021
Town of Baggs	70,000	5	BAGGS	WY	2021
Mosses WWTF	150,000		MOSESSES	AL	2021
Town of Nucla	200,000	17	NUCLA	CO	2021
Village of Pulaski	440,000	24	PULASKI	WI	2021
Zirkle Fruit Company	250,000	14	SELAH	WA	2021
Best Sea-Pack of Texas	170,000	51	DANBURY	TX	2022

Cape Rock Village and Tanglewood Sut	225,000	40	CAPE GIRARDEAU	MO	2022
Austin WWTP	400,000	8	AUSTIN	AR	2022
Miller WWTF	75,000		MILLER	MO	2022
Perry PWS	103,180		PERRY	MO	2022
Consumers' Co-Operative Refineries Lt		6	REGINA	SK	2022
Curtiss STP	209,000	10	CURTISS	WI	2022
DemKota Ranch Beef 2	100,000		ABERDEEN	SD	2022
Thornapple Twp Duncan Lake WWSL	32,000	8	MIDDLEVILLE	MI	2022
Eastside WWTP	400,000	40	OPP	AL	2022
Fort Pierre, City of	215,000	37	FT. PIERRE	SD	2022
Gridley, CA	2,000,000	8	GRIDLEY	CA	2022
Lakeside Estates WWTP	13,800		WARRENSBURG	MO	2022
Marathon Ponds	*pilot*		NORTH KENAI	AK	2022
Mazaria S.A.R.L.		1	LARACHE		2022
New Auburn WWTP	63,000	6	NEW AUBURN	WI	2022
Perkins Oaks Subdivision	100,000	6	PRAIRIEVILLE	LA	2022
Riverscape Subdivision	6,600	5	SPRINGFIELD	LA	2022
Southwood Village	1,100,000	16	PRAIRIEVILLE	LA	2022
Sugar Ridge Subdivision	50,000	5	THIBODAUX	LA	2022
Terry Harbor/Kingspoint Marina	1,400	3	DENHAM SPRINGS	LA	2022
Timber Trails Estates HOA	12,000		IOWA CITY	IA	2022
Tontogany WWTP	100,000	3	TONTOGANY	OH	2022
Town of Antigonish	1,800,000	4	ANTIGONISH	NS	2022
Town of Kincardine	1,500,000	20	KINCARDINE	ON	2022
Town of Plains	174,000	8	PLAINS	MT	2022
Weyerhaeuser, Bruce Mill		20	BRUCE	MS	2022
Weyerhaeuser, Holden Mill		27	HOLDEN	LA	2022
Wildwood South Subdivision	48,000	4	SHREVEPORT	LA	2022
Willow Lake Subdivision	35,000	7	PRAIRIEVILLE	LA	2022
Winfield WWTF	198,000	19	WINFIELD	MO	2022
Armstrong STP	277,000	10	ARMSTRONG	IA	under const
Cort Acres Egg Farm	200,000	293	SEYMOUR	IN	under const
Deep Well Ranch RV Park	75,000	21	WEST YELLOWSTONE	MT	under const
Honee Bear Canning	250,000	4	LAWTON	MI	under const
Kalida WWTP	500,000	18	KALIDA	OH	under const
McCormick Distilling	14,000	18	WESTON	MO	under const
Minn-Dak Farmers Co-op	1,152,000	3 (trial)	WAHPETON	ND	under const
Moberly Correctional Center	470,000	12	MOBERLY	MO	under const
Otahki Lake Cabins & Campground	12,000	1	PATTERSON	MO	under const
RD Sewer MO	75,000		DEXTER	MO	under const
Sun Prairie WWTF	275,000	6	SUN PRAIRIE	MT	under const
Suntrace MHP	240,000	2	TROY	AL	under const
Waterford WWTF	1,882,000	48	WATERFORD	ON	under const
Western Sugar Co-op	430,000	56	FORT MORGAN	CO	under const

Leeton WWTF	65,000	LEETON	MO	under const
Hartford STP	75,000	HARTFORD	IA	under const
Milo STP		MILO	IA	under const
SoMoCo WWTP		MARENGO	OH	under const
Allison STP		ALLISON	IA	under const
Lidderdale WWTP		DANBURY	IA	under const



Triplepoint Select Western Installation References

South Suburban Sanitary District -Klamath Falls, OR: Installed winter 2013. - 68 aerators.

Brett Bloffsky General Manager. Received Utility Incentive

541-882-5744

brett@sssd.org

Sally Bratton WW Supervisor

sally@sssd.org

541-850-0339

Amalgamated Sugar – Paul, ID - Received Utility Incentive

152 Ares aerators. Job was Design-Build by Triplepoint. 12,000 mg/L COD to <500 mg/L COD

Two 200 HP PD blowers and two VFD control panels.

Nate Walker Environmental Manager

nwalker@amalsugar.com 208-438-7125

City of LaGrande, OR – Installed Aug 2015 – Internal acquisition, no outside engineering

32 MARS aerators. DO had fell to zero. Phase II expansion completed Spring 2021, 40 more aerators

Video: <https://www.youtube.com/watch?v=wfn7k0s1HpI>

Lyle Bridge, Wastewater Superintendent

541-962-1325

wwtp@cityoflagrande.org

Oregon Water Wonderland, Sunriver, OR Installed June 2019. Retired Surface aerators due primarily to maintenance issues.

Nine MARS aerators, 20 HP blower and VFD Control Panel

Reed Campbell -Wastewater Supervisor

(541) 593-3124

reed@oww2sd.com

Eagle Sewer District Phase I, Eagle, ID. Started up November 2017. 2.0 MGD flow rate, 84 aerators.

Engineer: Neil Jenkins, Bill Leaf, Jacobs- Boise, ID Retired surface aerators

NJenkins@eaglesewer.org

(208) 383-6258

Supervisor: RJ Lake rjlake@eaglesewer.org 208-941-5382

Lead Operator: Chris Kossow ckossow@eaglesewer.org 208-941-9563

Eagle Sewer District Phase II, Eagle, ID. Started up August 2021. 2.6 MGD flow rate, 120 aerators.

Engineer: Neil Jenkins, Bill Leaf, Jacobs- Boise, ID. New greenfield lagoons

NJenkins@eaglesewer.org

(208) 383-6258

Supervisor: RJ Lake rjlake@eaglesewer.org 208-941-5382

Lead Operator: Chris Kossow ckossow@eaglesewer.org 208-941-9563

Yerington, NV Two parallel train lagoons, 150,000 gpd, 32 total aerators. Installed 2017
Hawthorne, NV 200,000 gpd, 20 aerators Installed 2018

Engineer for both cities:

Greg Lyman, Farr West Engineers, Reno, NV

greg@farrwestengineering.com

(775) 853-7259

City of Revelstoke, BC Canada

Odor complaints, excess power consumption

33 MARS aerators Installed August 2018

Horse power usage cut in half, odors gone.

Jason Zimmer, SCADA Technician

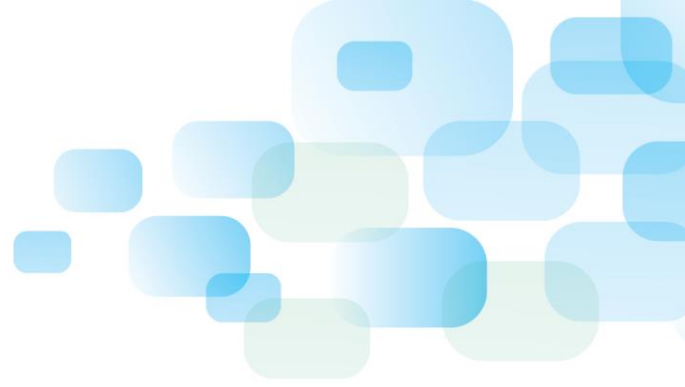
jzimmer@revelstoke.ca

250-837-8565

Lange Twin Vineyards, Acampo, CA 0.75 MGD 3100mg/L BOD t0 < 200 mg/L BOD

New greenfield lagoon – 40 aerators, blowers and VFD panel

Randy Lange, randall@langetwins.com 209-334-9780



NitrOx Project Installations

Completed Projects (in order of startup date):

1. Hillcrest WWTP
 - a. 60,000 GPD ADF
 - b. Cape Girardeau, MO
 - c. Brian Strickland, 573-979-5433
 - d. Completed 2016
2. Villages WWTP
 - a. 100,000 GPD ADF
 - b. Knob Noster, MO
 - c. Completed 2016
3. City of Benton WWTP
 - a. 120,000 GPD ADF
 - b. Benton, MO
 - c. Completed 2018
4. City of Delta WWTP
 - a. 80,000 GPD ADF
 - b. Delta, MO
 - c. Brian Strickland, 573-979-5433
 - d. Completed 2018
5. Elm Hills WWTP
 - a. 36,500 GPD ADF
 - b. Sedalia, MO
 - c. Completed 2018
6. City of DeSoto WWTF
 - a. 630,000 GPD ADF
 - b. DeSoto, IA
 - c. Dan Van Langen, Public Works Director, 515-208-0066
 - d. Completed 2018
7. Lakeside WWTF
 - a. 28,500 GPD ADF
 - b. Davenport, IA
 - c. Completed 2019
8. City of Ola WWTF
 - a. 200,000 GPD ADF
 - b. Ola, AR
 - c. Completed 2019
9. MO-American Lake Carmel WWTP

- a. 26,000 GPD ADF
 - b. Lake Carmel, MO
 - c. Robert Goeltz, 314-996-2308
 - d. Completed 2019
10. City of Norway WWTF
- a. 132,000 GPD ADF
 - b. Norway, IA
 - a. Completed 2019
11. Ryan's Lake WWTF
- a. 27,750 GPD ADF
 - b. New Bloomfield, MO
 - c. Robert Goeltz, 314-996-2308
 - d. Completed 2020
12. Hickory Hills Subdivision, WWTF
- a. 16,400 GPD ADF
 - b. Moniteau County, MO
 - c. Robert Goeltz, 314-996-2308
 - d. Completed 2020
13. Mo-American Maplewood WWTF
- a. 132,000 GPD ADF
 - b. Sedalia, MO
 - c. Robert Goeltz, 314-996-2308
 - d. Completed 2020
14. Sweet Springs WWTP
- a. 120,000 GPD ADF
 - b. Sweet Springs, MO
 - c. Robert Goeltz, 314-996-2308
 - d. Completed 2020
15. City of Clio WWTP
- a. 300,000 GDP ADF
 - b. Clio, AL
 - c. Completed 2020
16. City of Kennett WWTP
- a. 1.4 MGD ADF
 - b. Kennett, MO
 - c. Completed 2020
17. MO-America Cedar Hills WWTP
- a. 208,000 GPD ADF
 - b. Cedar Hill, MO
 - c. Robert Goeltz, 314-996-2308
 - d. Completed 2020
18. Cedar Valley WWTP
- a. 15,762 GDP ADF
 - b. Jefferson City, MO
 - c. Robert Goeltz, 314-996-2308
 - d. Completed 2020

19. Wellington MO WWTF
 - a. 60,000 GPD ADF
 - b. Wellington, MO
 - c. Robert Goeltz, 314-996-2308
 - d. Completed 2020
20. City of Chaffee WWTF
 - a. 510,000 GPD ADF
 - b. Chaffee, MO
 - c. Completed 2021
21. Mosses, AL
 - a. 100,000 GPD ADF
 - b. Mosses, AL
 - c. Completed 2021

Under Construction:

1. Cape Rock WWTF
 - a. 75,000 GPD ADF
 - b. Cape Rock, MO
2. Southpoint Elementary
 - a. 12,000 GPD ADF
 - b. Washington, MO
3. Preston, IA
 - a. 288,000 GPD ADF
 - b. Preston, IA
4. Selmer, AL
 - a. 1,100,000 GPD ADF
 - b. Selmer, AL
5. City of Winfield WWTP
 - a. 300,000 GPD ADF
 - b. Winfield, MO
6. Sun Prairie Village County Water & Sewer District
 - a. 187,800 GPD ADF
 - b. Great Falls, MT

In Final Design/Bidding:

1. Lakeside Estates, MO
 - a. 13,800 GPD ADF
 - b. Warrensburg, MO
2. Rainbow Acres Subdivision, MO
 - a. 10,000 GPD ADF
 - b. Dittmer, MO
3. Timber Trails HOA
 - a. 12,000 GPD ADF
 - b. Johnson County, IA
4. Allison, IA
 - a. 254,000 GPD AFD
 - b. Allison, IA



TRIPLEPOINT EQUIPMENT PERFORMANCE GUARANTEE

GUARANTEE

Triplepoint stands behind its equipment by guaranteeing that it will perform as represented in the Basis of Design calculations summary provided with each proposal. Triplepoint will correct any non-performing equipment at no cost to the customer subject to the terms & conditions herein.

TERMS & CONDITIONS

The Equipment Performance Guarantee is contingent upon the following terms & conditions being met:

1. The design assumptions provided by the Customer and thereby included in the Basis of Design provided by Triplepoint, including daily flow and influent loading are accurate to actual field conditions.
2. The influent wastewater does not or has not contained any threshold concentration of inorganic pollutants or other such materials, solutions, or product that are inhibitory to biological treatment processes.
3. A comprehensive laboratory analysis of the influent wastewater was disclosed to Triplepoint during the consultation process so the system could be designed appropriately given site conditions.
4. Water quality data is recorded weekly that include (at a minimum) parameters listed in the chart below.

Raw Influent	Plant Effluent
BOD	BOD
TSS	TSS
pH	pH
DO	DO
Water Temp	Water temp
Oil and Grease	Oil and Grease

5. In the event BOD, TKN or solids loading to influent exceed set limitations, Triplepoint is not liable for effluent excursions above the agreed target (If applicable).

6. The pre-existing site conditions were accurately represented to Triplepoint during the consultation phase, including sludge depth and composition.
7. A Triplepoint representative was present to inspect the installation and start-up of the system and provided a "Certificate of Proper Installation."
8. The system has been online for a minimum of 90 days in order for the proper biological process to be established and/or acclimation achieved.
9. The required Operation and Maintenance procedures have been followed as per the O&M manual for each piece of equipment provided by Triplepoint at the time of installation. Evidence can be provided for this.
10. Triplepoint products have not been subjected to neglect, misuse or damaged in any way.
11. The wastewater system, which the Triplepoint products are incorporated in, has had a continuous flow of wastewater needed in order to maintain viable biology. Any disruption to the daily influent flow has not exceeded 24 hours.
12. Any performance failure has been reported to Triplepoint within 14 days of occurrence.
13. Evidence of sufficient records proving adherence to these terms and conditions can be provided to Triplepoint upon request.

EXCLUSIONS

This Product Performance Guarantee specifically excludes the following:

1. Acts of God, such as adverse weather events or any other such instance of uncontrollable natural forces in operation.
2. This Equipment Performance Guarantee does guarantee biological treatment performance. Biological treatment calculations provided in the Basis of Design documentation are based on best practice in the field of wastewater treatment, however, cannot account for the multitude of variables that could impinge upon the biological community.
3. Failure caused by any equipment or incident outside of Triplepoint's control, including but not limited to, failure of ancillary equipment not provided by Triplepoint.
4. Failure of utilities such as, but not limited to electricity, air, water etc.
5. Failure of Customer to arrange for adequate operating staff to operate and maintain the equipment in accordance to the Operation and Maintenance manual provided.

LIMITS OF LIABILITY

If a Triplepoint system fails to perform as advertised in the Basis of Design provided upon completion of the consultation process, the terms and conditions as set out herein have been met and none of the above exclusions applies, Triplepoint shall at its sole option and expense, as Customer's sole remedy hereunder, either: (a) repair, replace or modify the system as Triplepoint deems appropriate; or (b) pay, in the form of liquidated damages, a lump sum amount equal to 100% of the price paid by Customer for the equipment within a period of 365 days.



**Operation & Maintenance Manual:
Ares Aeration Diffuser**



Triplepoint Environmental

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Part 1: Product Information

1. Overview

The Ares Aeration System, manufactured by Triplepoint Environmental LLC, is a diffused aeration technology that incorporates efficient aeration and mixing in one unit. The unit (as shown in Figure 1) consists of a static tube aerator surrounded by a series of fine bubble diffusers and coarse bubble diffusers inside.

With its patented Double Bubble™ Technology, the Ares aerator combines two widely accepted aeration methods, fine and coarse bubble mixing, to establish a synergy within one portable unit. With the oxygenation efficiencies of fine bubble aeration and the turbulent mixing capacity of coarse bubble aeration, the Ares merges the two to provide excellent treatment efficiency.



1.1. Flow Process

The Ares Double Bubble™ performance is achieved through its specific diffuser arrangement and flow process. The central coarse bubble diffuser is surrounded by ten (10) fine bubble diffusers and sits 8" above the lagoon bottom. As air is pumped through the static tube, a vacuum, or Venturi effect, is created whereby the water beneath the Ares is pulled through its core. As shown in Figure 2, this flow agitates and carries the underlying liquefied sludge through the static tube. After being suspended in the water column above the coarse bubble diffuser, the sludge is met by a curtain of fine bubbles emanating from the fine bubble diffusers. The high surface area to volume ratio of the degraded debris and the fine bubbles maximizes the aeration contact time which results in efficient BOD5 reduction.

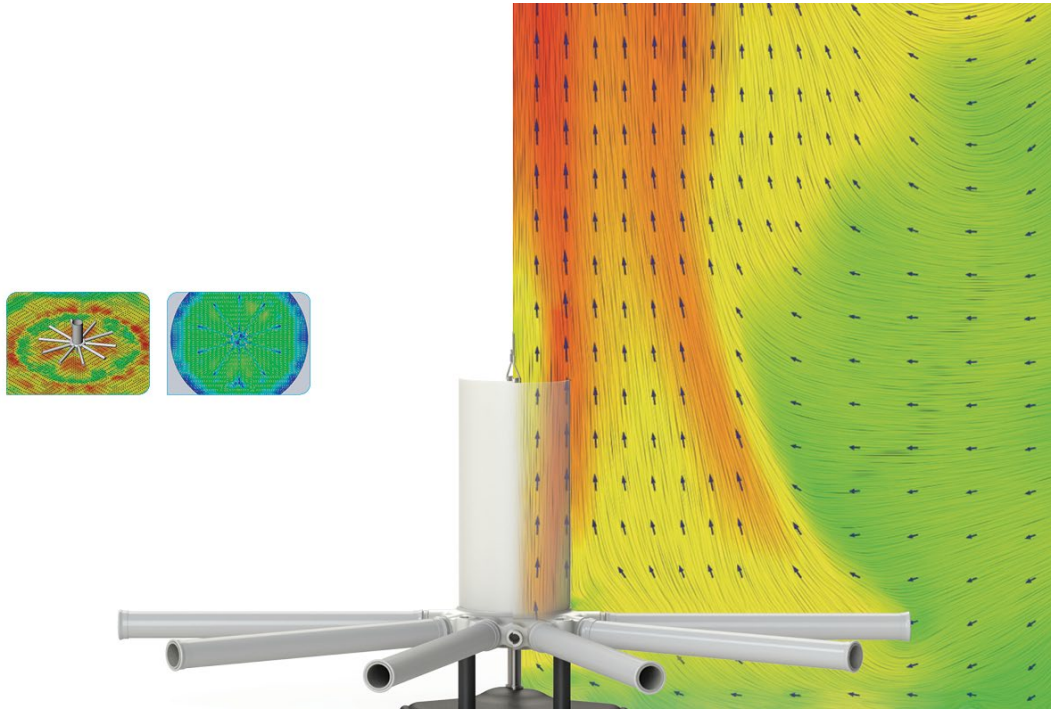
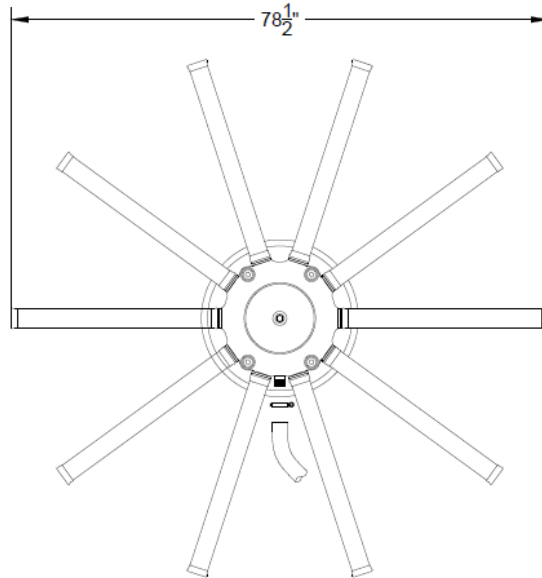


Figure 2: Ares Flow Illustration

1.2. Product Features

- 1.2.1. **High Efficiency, Self-Cleaning Membranes:** Membranes provide high Oxygen Transfer Efficiencies (OTE). The membranes are also self-cleaning, thereby lowering the risk of fouling which can lead to diminished oxygen transfer over time.
- 1.2.2. **Fouling Preventative Design:** The unique design of the Ares positions the fine bubble diffusers 9" above the bottom in order to avoid the clogging and fouling that has plagued conventional fine bubble aerators.
- 1.2.3. **Anti-Clogging Self-Checked Diffusers:** Both the coarse and fine bubble diffusers utilized by the Ares are specially designed with anti-clogging technology with positive backflow sealing. This prevents backflow of water and debris into the unit and constant maintenance.
- 1.2.4. **Proprietary Air Regulation System:** Both aeration components are supplied air via a proprietary regulation system which regulates the air distribution between the fine and coarse bubble components at a specified rate.
- 1.2.5. **Negative Buoyancy, Wide Platform:** The frame is self-weighted and has a wide platform which helps it to remain level on the bottom of the lagoon.
- 1.2.6. **Flexible Weighted Tubing:** Each Ares unit is connected to the air header via flexible weighted tubing or can be plumbed directly as per the application requirements.



1.3. Attributes and Composition

1.3.1. Physical Attributes

	in.	cm.
Base Length*:	22.25	56.52
Base Width*:	22.25	56.52
Maximum Width**:	97.85	248.54
Height:	33.75	85.73
Static Tube (O.D.):	10.75	27.31
Hub Clearance:	7.70	19.56
Diffuser Clearance:	9.00	22.86
Weight (lb/kg):	140.00	63.50

*Cast ballast base.

**Assuming 1000mm diffusers.

1.3.2. Composition

- Ares Hub: Rigid Poly (vinyl chloride) compounds and Chlorinated Poly (Vinyl Chloride) compounds.
- Membranes: membrane with high density polyethylene (PE) frame.
- Hardware: Type 304, 316, or duplex stainless-steel screws, bolts, hose barb fitting.
- Ballast Base: Coated cast iron base.

1.4. Safety

The Ares Aerator contains no materials known to be harmful to the health of humans or aquatic ecosystems. The aerator contains no sharp edges, moving parts, or other exposed features known to be potentially harmful.

1.5. Operating Parameters

Ensure that the aeration system is properly balanced such that the aerators are not run above their intended airflow which may increase local mixing.

	scfm
Minimum Airflow:	15.00
Maximum Airflow:	70.0
Typical Design Airflow:	35.00
Minimum Depth (ft/m):	4.50
Maximum Depth (ft/m):	n/a
Minimum Operating Pressure (psi):	0.70
Maximum Operating Pressure (psi):	30

1.6. Performance Curves

Please see the below performance curves demonstrating the efficiency of the Ares aeration unit.

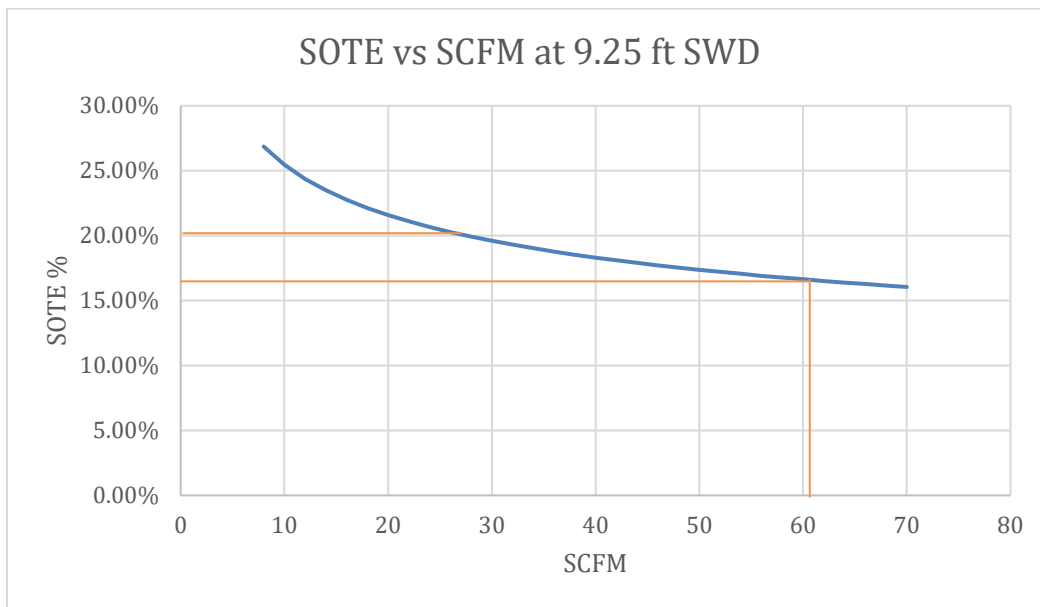


Figure 4: Graph of Ares Standard Oxygen Transfer Efficiency (SOTE)

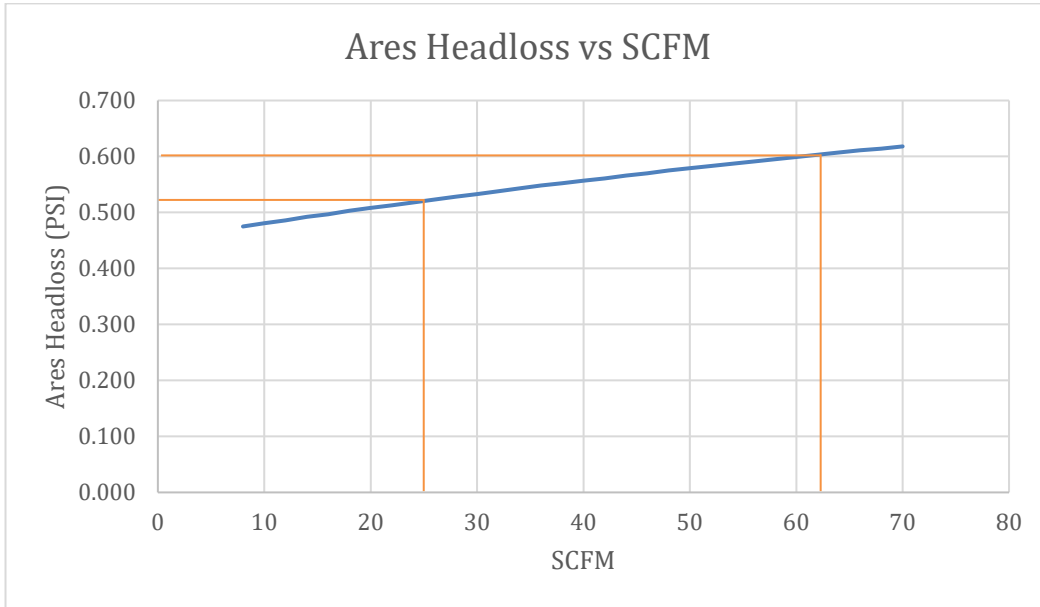


Figure 5: Graph of Ares Headloss

2. Shipping, Storage and Components

The Ares diffuser is shipped in three components to be assembled onsite:

- Ares Hub
- Cast Ballast Base
- Fine Bubble Diffusers.

2.1. Ares Hub

2.1.1. Shipping: The Ares aerators are to be shipped in such a manner that avoids significant movement, impact, or jostling.

2.1.2. Storage: The Ares units can be stacked up to three high and stored outdoors, if covered. When storing the Ares outdoors for longer than two weeks or in particularly wet and/or dusty conditions, tape off each orifice to ensure that debris, water, and wildlife do not enter the Ares device tubing.

2.1.3. Protection: Cover the Ares with a tarpaulin when stored for extended periods of time. DO NOT store outside near areas of construction or heavy traffic.

2.1.4. Handling: The Ares hub can be carried by one individual by the base. DO NOT carry the unit by the static tube, with the diffuser tubes attached, or by the stainless-steel hose barbs.

2.2. Cast Ballast Base

2.2.1. Shipping: The cast ballast bases are to be shipped in such a manner that avoids significant movement, impact, or jostling.

2.2.2. Storage: The Ares bases can be stacked up to three high and stored outdoors, if covered.

2.2.3. Protection: Cover the ballast base with a tarpaulin when stored for extended periods of time. DO NOT store outside near areas of construction or heavy traffic.

2.2.4. Handling: The base can be carried by one individual.

2.3. Fine Bubble Diffusers

2.3.1. Shipping: the diffusers for the Ares units are packaged and shipped in cardboard boxes.

2.3.2. Storage and Protection: adhere to the following guidelines when storing the Ares fine bubble tube diffusers:

- Store equipment, diffusers, and all accessories in their original packaging in a dry and aerated room according to DIN 7716 or ISO 2230.
- Prevent products from exposure to frost, excessive heat, direct sunlight, UV emitting lamps, dust, mineral oil, and hydrocarbons.
- DO NOT store near electrical motors, especially blowers.
- Avoid work that may damage the diffusers or their packaging.
- DO NOT store outdoors! Storage time until installation/startup operation should not exceed one year.
- On the construction site, all parts must remain in their original packaging and be protected from rain, moisture etc. Open crates exposed to direct sunlight must be covered with tarpaulin to protect against UV-radiation.
- DO NOT use packaging material containing plasticizers.

2.3.3. Handling: When transporting, inspecting, or installing the membrane tube diffusers, be careful of sharp objects that may damage the diffuser membrane. During installation, DO NOT twist the diffuser by any part of the membrane.

2.4. Incoming Inspection

Upon delivery, onsite personnel must check packages, equipment, and products for any structural damage that may have occurred during shipment. Any damage to packages, equipment, or other products must be reported to Triplepoint Environmental and shipping agent within 4 workdays of delivery. Triplepoint Environmental reserves the right to inspect damage. Warranty applies to original and undamaged packaging.

Part 2: Diffuser Assembly (Onsite)

3. Onsite Diffuser Assembly

The Ares aerator is shipped to the site in three components: Ares hub (with static tube), cast ballast base, and fine bubble diffusers as shown in Figures 6, 7, and 8 below. The ten (10) fine bubble tubes must be screwed into the diffuser chassis either onshore or when the diffuser is in place on the aeration basin floor.



Figure 6: Ares Hub (static tube not shown)



Figure 7: Cast Ballast Base with Legs



Figure 8: Fine Bubble Diffusers

3.1. Connecting Ares Hub to Cast Ballast

3.1.1. Once unpacked from shipping materials, the Ares hub can simply be carried and placed on top of the legs on the cast ballast base. Center the Ares hub over the legs and screw in place.

3.2. Connecting the Ares to lateral piping

3.2.1. Once the unit is connected, the Ares can simply be carried and placed in the lagoon ready for connection to the header system.

3.2.2. Contractor is to confirm the cleanliness of the header or lateral air piping. Any sludge, corrosion, rust, or other contamination particles must be eliminated. An air purge or water flush cleaning is required prior to diffuser connection in order to remove any internal debris that may have accumulated in the inner header piping.

3.2.3. The tubing connection point is a hose barb located in the Ares hub. Insert the feeder tubing over the hose barb and secure by tightening the provided stainless-steel hose clamp over the tubing.

3.3. Aerator Preparation

Immediately before installing the fine bubble diffusers, remove all shipping or storage materials from the Ares hub. No contamination particles should be allowed to enter the internal header of the aerator prior to fine bubble diffuser assembly. Set Ares Hub on top of Cast Ballast base and set into place.

3.4. Fine Bubble Diffuser Assembly

- 3.4.1. Assemble each diffuser tube onto Ares hub via the Quick Connect connection. See below Figure 9. Line arrows on the tube up to the Hub and twist until the diffuser locks into place.
- 3.4.2. Visually and manually inspect the crimps on the diffuser to ensure the crimp is secure and tight against the membrane.
- 3.4.3. Make sure to be careful with the coupler tabs during assembly.
- 3.4.4. During removal of tubes, ensure tabs are fully depressed prior to twisting.

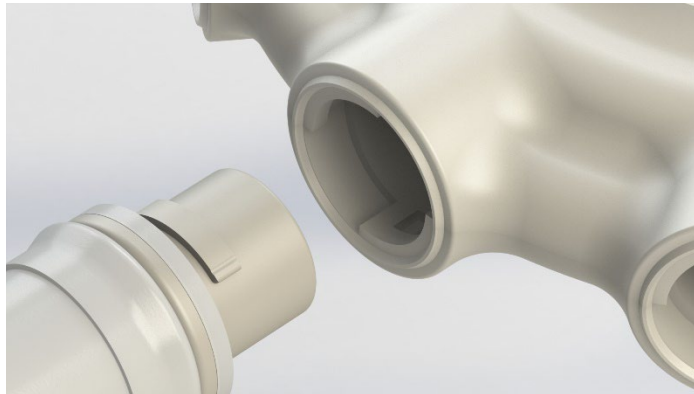


Figure 9: Ares Quick Connect Connection




Figure 10: Fully Assembled Ares Unit

4. Spare Parts

Additional spare parts can be purchased through Triplepoint Environmental LLC upon request. Triplepoint Environmental recommends that for every aerator installed, a set of additional parts should be purchased.

4.1. Spare Parts Table

Item	Commercial Number	Quantity for Storage	Total Price
Diffuser (Sec. 7) 	0009	1	\$75/ea
Membrane Sleeve (Sec. 5.1, 5.5)	0011	0	\$20/ea

4.2. Original Manufacturer Parts List

For your reference, please see below complete list of the original manufacturer parts.

Part Number	Needed Per Unit	Part Name	Part Description
0001	1	Ares Hub	Manufactured Plastic Ares Hub
0002	1	Cast Ballast Base	Cast Iron Ballast Base
0003	1	Static Tube	PVC Pipe
0004	1	Flag Pole	SS Piping for Tethering
0005	4	Legs	Encased SS Legs
0006	3	Coarse Bubble Diffusers	Coarse Bubble Diffuser for Hub
0007	1	Float	4.5" x 3.5" PVC Sponge Float 7/8" Hole
0008	2	Cable Crimps	SS Cable Crimps for Floats
0009	10	Diffuser Arms	Diffuser Arms for Ares
0010	20	Membrane Clamp	Clamp to Fasten Membranes to Diffuser Arm
0011	10	Membranes	Membranes for Fine Bubble Aeration

Part 3: Startup and Operation

5. Startup

5.1. Startup Instructions

Prior to start-up, the lagoon must be cleared of all refuse materials such as stones, wood pieces, and any other associated debris. Before the aeration units are connected to the feeder tubes, all piping, headers, and accessories through which air is delivered must be cleaned with clean water at a velocity of 2 – 3 ft/sec. All dust, dirt, oil, grease, or any other foreign material should be removed from contact with the air being blown through the diffusers.

5.1.1. Ares Placement

When being set into place, the Ares units shall be picked by the tether in the center of the static tube. The units are not to be carried by the diffuser arms. Additionally, under no circumstances is anybody to be underneath the unit while it is off the ground.

5.1.2. System Leakage Check

Once the air distribution system is flushed, perform a pressure test to 20 psi for one minute to ensure no leakage is present throughout the system. Next, flood the equalization pond with raw water to the top of the diffusers. The level of the diffusers shall then be checked to ensure they are all at the same elevation, ± 3 inches. While the levelness of the diffusers is being checked, the aeration system shall be turned on and the system shall be observed for air leakage. Leaking joints shall be repaired or replaced. Once the air leakage has been checked, increase the depth of water to above the crown of the diffuser supply pipe and observe for any other aeration unit leakage. Leaking joints or units shall be repaired or replaced.

5.1.3. Air Tightness Check

To check for air tightness in dry installations, fill the basin with water – potable water is not necessary. The water level should be at least 1" above all diffusers. In amphibious installations, lower the aerator such that all membranes are 1" below the water line.

Once the diffusers are under water, turn on the air supply to the diffuser. Check for excessive localized airflow. This is indicative of a possible air leak in the piping or a damaged diffuser sleeve.

If excessive localized airflow (large bubbles) is emerging out from the rubber membrane area, a membrane sleeve has ruptured and requires replacement.

If bubbles emanate where the membrane diffuser meets the Ares Hub Chassis (i.e. if air is escaping between the hub and the tube diffusers) there is a lack of tightness. Tighten down the membrane tube diffuser and/or install gasket to ensure a seal is in place. Typically, only minor adjustments are needed to remedy this type of air leak.

5.1.4. Delay in Basin Filling

The time between diffuser assembly and filling of the basin should be as short as possible. If this is not feasible, the following must be taken into account:

- 5.1.4.1. If normal operation does not start immediately after leakage inspection, membranes must be covered with at least 12 inches (0.3 m) of water. If freezing temperatures are present, raise water level to at

least 60 inches (1.5 m) above diffusers. For longer idle times, compensate for evaporation losses with additional water.

- 5.1.4.2. No other work should be done in the area of the aeration basin which could damage the aeration system. Such work includes painting, welding, concrete sealing, etc.
- 5.1.4.3. The units must be protected against any impacts such as those from dropped parts or equipment.
- 5.1.4.4. If diffusers are inactive (no airflow passing through the diffusers) for more than one week, it is highly recommended that the blowout procedure be performed (Section 5.2.6).
- 5.1.4.5. All diffusers must operate at least 3 days to 1 week at maximum specified airflow rate prior to any oxygen transfer measurements to establish increased SOTE.

5.2. Standard Operation

5.2.1. Airflow Rate

During standard operation, the airflow rate must be adjusted to maintain the desired dissolved oxygen levels in the basin. When adjusting the airflow rate, the diffusers should operate within the permitted operational range. An excessive airflow rate leads to high pressure drops and reduced oxygen transfer performance. Low airflow rates may result in uneven utilization of the diffuser and reduced air distribution. Furthermore, at low airflow rates, an increased growth of biological materials on the membrane can occur which leads to agglutination of the perforations and pressure loss. The airflow must be below the maximum diffuser airflow rate. This is dependent on diffuser design, material, slit pattern, etc.

5.2.2. Water Temperature

Keep the water temperature between 41°F – 95°F (5°C – 35°C) (ATV A-115). The air temperature at the diffusers must not exceed 45 °C / 110 °F. If higher temperatures may occur, please consult Triplepoint Environmental LLC.

5.2.3. Air Filtration

Good air filtration is required for fine bubble aeration systems. The air blown into the system must be free of oil, dust and solvents. Dust filters have to be designed in accordance with DIN EN 779 for a removal of at least 80% to (filter class G3), better 90% (filter class G4) to prevent clogging of the diffuser slots. Diffuser head loss should be constantly monitored.

5.2.4. Operating Air Pressure

Normal operating diffuser air pressure measured at the blower is 7 to 11 psi, but this may vary depending on site conditions. Consult your site-specific design documentation for more information. An increase of more than .25 to 5 PSI WC reflects a possible clogging problem. Clogging may be caused by a deposit of carbonates, biological film etc., which can usually be removed by high pressure water hosing. Inspection of diffusers should be made on a regular basis and minimum of once per year to verify this is not occurring.

5.2.5. Screening

Prior to wastewater entering a lagoon, a screening mechanism is highly recommended. The recommended screen should limit influent material to ¼" in diameter. Material larger than ¼" in diameter, i.e. paper, rags, sanitary wipes, etc., will adversely affect aeration devices which will result in uneven aeration efforts throughout and may delay desired treatment results.

5.2.6. Blowout Procedure

As material accumulates on the membranes, pressure will increase and efficiency will decrease. It may be possible to counteract these effects through a blowout procedure. Blowing out the system exercises the membrane and may purge out/off clogging material. Using the available valves, turn off flow to aerators to push additional air (up to maximum per aerator) to the operational aerators. Let the system run at this condition for 5 minutes. Repeat for a total of 3 cycles per aerator. Always ensure that the blower pressure does not rise above the maximum design pressure during this blowout procedure.

5.3. Shutdown and Emergency

In case of an emergency and immediate need for shut down, the air supply may be immediately turned off. All diffusers are self-checked with a positive backflow sealing which prevents water backflow into the header piping for 1 to 2 hours.

Prior to restarting the system after a shut down, ensure all pressure relief valves connected with the air supply (ex. blowers) are functional. The air can then be restored to system.

5.4. Troubleshooting

The Ares diffuser requires very little maintenance for long-term operation due to the use of high-performance materials. Triplepoint Environmental recommends a periodic visual inspection of the diffuser system, especially for the occurrence of deposits and increased pressure drops. This inspection motivates the operator to determine why the aeration system is not performing at optimum levels. Please see table presenting some indications of problems and recommendations for repair.

Indication: Possible cause: Procedure:	Large volume of air in localized area. Leakage in lateral piping. Raise diffuser headers for access to area in question while maintaining medium airflow. Check connectors and pipes for evidence of breakage. Repair or exchange as appropriate.
Indication: Possible Cause: Procedure:	Low volume of air in localized area. Diffuser membrane is damaged or missing. Raise diffuser headers for access to area in question while maintaining medium air flow. Visually inspect diffuser. Exchange membrane or complete diffuser assembly.
Indication: Possible Cause: Procedure:	Increase of pressure or loss of oxygen transfer efficiency. Potential buildup on membrane surface or in orifices. Conduct a Blowout Procedure (Section 5.2.6).
Indication: Possible Cause: Procedure:	Non-uniform bubble pattern. Insufficient blower capacity. Confirm blower operations and switch on additional blowers as required.
Indication: Possible Cause: Procedure:	Abnormally small bubble pattern. Partially closed or closed valve. Inspect position of hand valve and adjust as required.

<p>Indication:</p> <p>Possible Cause:</p> <p>Procedure:</p>	<p>Abnormal bubble pattern.</p> <p>Incomplete air distribution to diffusers.</p> <p>Raise diffuser headers for access to area in question. Check diffuser horizontal leveling and level within tolerance of ± 0.6 cm / $\pm 1/4$".</p> <p>Inspect piping and joints for internal clogging from debris. Air purge or water flush clean system.</p>
<p>Indication:</p> <p>Possible Cause:</p> <p>Procedure:</p>	<p>Abnormal bubble pattern.</p> <p>Deposits on diffuser membrane.</p> <p>Inspect diffuser membranes. Clean or replace membrane or complete diffuser.</p>
<p>Indication:</p> <p>Possible Cause:</p> <p>Procedure:</p>	<p>Reduction in the dissolved oxygen level or increase of system pressure.</p> <p>Deposits on diffuser membrane.</p> <p>Inspect diffuser membranes for deposits and encrustation & clean or replace membrane or complete diffuser.</p>
<p>Indication:</p> <p>Possible Cause:</p> <p>Procedure:</p>	<p>Non-uniform dissolved oxygen throughout the basin.</p> <p>Insufficient air volume.</p> <p>Confirm blower operation and components. Switch on additional blowers if needed. Check all equipment. (See Section 6.2)</p>

Depending on type of waste, system construction, and operating conditions, other causes may lead to disturbances. If necessary, contact Triplepoint Environmental.

6. Maintenance and Cleaning

6.1. Maintenance

Membranes should be checked regularly by the operator through monitoring of the aeration pattern and system pressure. Sustained use may result in an increase in pressure drop and diffuser clogging. Clogging can cause a reduction of the oxygen transfer rate. Diffusers should be checked and cleaned of deposits (carbonates, iron and aluminum salts, biological slimes, etc.) at a minimum of once a year or as required based on plant operation and past fouling frequency. The build-up of such deposits depends on waste composition and the special operating conditions of the wastewater treatment plant.

The coarse bubble diffusers should be inspected and, if necessary, replaced once every 10 years. It is accessible simply by unclamping from the center of the Ares hub. The diffuser should be inspected visually to ensure that it is in proper order and that the internal orifice plate is the same as it was when installed.

6.2. Mechanical Cleaning

When checking membranes for deposits, the blowers must first be switched off. Raise the unit for inspection and ensure any sludge deposits on the membranes do not dry and cure. Clean membranes promptly with a high-pressure hose per procedure below. If deposits do dry, the performance of the diffuser may be impaired.

It is recommended the membranes be cleaned with a high-pressure water jet cleaner. A minimum distance of about 20in (50 cm) should be maintained between membrane and hose nozzle in order to avoid membrane damage by the sharp jet of water. During phosphorus precipitation, pure Al-sulphate and Fe-sulphate will not attack the membrane material chemically; however, isolated strong-sticking deposits can occur which can be removed in the initial stage with a high-pressure water jet cleaner.

6.3. Recommended Cleaning Cycle

A monthly Blowout Procedure (Section 5.2.6) is strongly recommended for industrial applications and a quarterly Blowout Procedure is recommended for municipal applications.

7. Diffuser Replacement

7.1. Membrane Replacement

If it is determined during a regular inspection that membrane replacement is required, follow the steps described below:

7.1.1. Clean the diffuser with a high-pressure water jet to remove sludge deposits.

7.1.2. Remove the stainless-steel crimping clamps (9) by bending back the ear of the clamp with a crimping tool or a screwdriver to release the clamp stress. The clamp can then be pulled off. See Figure 11.



Figure 11: Image of Membrane with Clamp Installed

7.1.3. The membrane (1) should be pulled carefully from the support tube (6). To avoid tube damage or deformation, avoid any strong mechanical loads of the joints (4).

7.1.4. Clean the support tube (6).

7.1.5. Slide the replacement membrane over the clean tube.

7.1.6. Once the membrane is replaced, fit stainless-steel crimping clamps onto the tube.

7.1.7. At about 0.25in (6-7 mm) from the end of the membrane tube (see Figure 12), place the crimping ear of the clamps on the upper side of the diffuser. The membrane must not be twisted or warped in the area of the clamps otherwise a proper seal is not be guaranteed. Compress the crimp clamp with a suitable tool (mechanical all-purpose crimper or pneumatic). Check air leaks as described in Chapter 6.1.



Figure 12: Images of Diffuser Clamp Process

7.2. Fine Bubble Diffuser Replacement

If it is determined during a regular inspection that complete diffuser replacement is required, follow the procedures described below and refer to Section 3.3, Fine Bubble Diffuser Assembly:

- 7.2.1. Clean the diffuser with a high-pressure water jet to remove sludge deposits.
- 7.2.2. Unlock diffuser from Ares hub by hand. Ensure the tab of the diffuser is fully depressed prior to removal.
If the diffuser is frozen, use a locknut adjustable wrench.
- 7.2.3. Clean the diffuser sealing area.
- 7.2.4. Install new diffusers into the Ares hub.

7.3. Coarse Bubble Diffuser Replacement

The coarse bubble diffusers are located in the middle of the Ares hub and should be inspected and replaced as necessary, approximately once every 10 years. To inspect and/or replace the coarse bubble diffuser, follow the procedures described below:

- 7.3.1. Wearing rubber sanitation gloves, unclamp the coarse bubble diffuser.
- 7.3.2. Inspect the diffuser for normal wear and tear.
- 7.3.3. If the coarse bubble diffuser needs to be replaced, insert new coarse bubble diffuser and clamp.

8. Contacts

8.1. General & Service Information

For general information, questions, support, or information on any Ares Aeration equipment, contact:

Triplepoint Environmental LLC
6586 South Kenton Street
Centennial CO 80111
Tel: 312-428-4634

8.2. Spare Parts

Should the integrity of the coarse bubble or fine bubble components of the Ares Aerator be compromised, new diffusers can be purchased at the following location:

Triplepoint Environmental LLC
6586 South Kenton Street
Centennial CO 80111
Tel: 312-428-4634

9. Disclaimer

This information is based on present technology and is intended to provide general notes on aeration products and their uses. It should not therefore be construed as guaranteeing specific properties of the products described or their suitability for a particular application. Any existing intellectual property rights must be observed. The quality of the above-mentioned products is guaranteed under the General Conditions of Sale.

10. Maintenance Summary Table

The following Maintenance Summary Table should be referenced throughout the year to ensure the longevity of the Ares Aeration System. In Section 10, notes and a detailed record can be maintained throughout the lifetime of the system.

Maintenance Tasks	Frequency
Visually check the aeration pattern above the aeration grid.	Daily
Check the system pressure by reading the pressure gauge on the blowers.	Daily
Perform a blowout procedure. This can be done by increasing the pressure in the aerators for 5 minutes. To increase pressure, either shut off air supply valves on certain aeration lines or increase the blower output. See Section 5.2.6.	Quarterly
Clean the diffusers with a high-pressure water stream no closer than 20 inches from the wand.	Quarterly
Raise the aerators or, if possible, drain the lagoon to observe the aerators. Thoroughly clean every aerator with a pressure washer no closer than 20 inches from the wand.	Annually
Replace the diffuser membranes.	Every 15 Years
Replace the coarse bubble diffusers.	Every 10 Years

11. Maintenance Summary Form

The following Maintenance Summary Form is intended to be used on a weekly basis for operators to ensure the longevity of their Ares Aeration System. Within these forms, problems as well as the overall status of the aeration system should be documented. This practice will promote a successful lifecycle of the equipment as well as serve as a well-documented record of maintenance for future operators. Two (2) copies of this form are provided – please copy as needed.

Maintenance Summary Form

Date: _____ / _____ / _____

Bubble Pattern: _____

Blower Pressure: _____

Mechanical Issues: _____

Notes: _____

Date: _____ / _____ / _____

Bubble Pattern: _____

Blower Pressure: _____

Mechanical Issues: _____

Notes: _____

Date: _____ / _____ / _____

Bubble Pattern: _____

Blower Pressure: _____

Mechanical Issues: _____

Notes: _____

Date: _____ / _____ / _____

Bubble Pattern: _____

Blower Pressure: _____

Mechanical Issues: _____

Notes: _____

Maintenance Summary Form

Date: _____ / _____ / _____

Bubble Pattern: _____

Blower Pressure: _____

Mechanical Issues: _____

Notes: _____

Date: _____ / _____ / _____

Bubble Pattern: _____

Blower Pressure: _____

Mechanical Issues: _____

Notes: _____

Date: _____ / _____ / _____

Bubble Pattern: _____

Blower Pressure: _____

Mechanical Issues: _____

Notes: _____

Date: _____ / _____ / _____

Bubble Pattern: _____

Blower Pressure: _____

Mechanical Issues: _____

Notes: _____

Operation & Maintenance Manual: NitrOx Process: Lagoon Ammonia Removal

Manufacturer:



**Triplepoint Environmental LLC.
6586 S. Kenton St., Centennial, CO 80111
Tel: 312-428-4634**

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Part I: Product Information

1. Triplepoint Overview

Triplepoint Environmental, LLC evolved from over 30 years of wastewater treatment experience, developing out of a civil engineering firm dedicated solely to wastewater lagoon design and operation. Since the startup of the Hamilton Lakes Wastewater Reclamation facility in Itasca, Illinois in 1980, members of the Triplepoint team have specialized in innovative solutions for lagoon-based wastewater treatment.

The Professional Engineering (P.E.) team at Triplepoint combines knowledge of both civil and mechanical engineering along with manufacturing and water operations experience. Triplepoint engineers have been involved in the design of wastewater lagoons ranging from a 4,000 gallons per day (gpd) facility to a 24 million gpd facility constructed in the Tongzhou District of Beijing, China for the then upcoming 2008 Summer Olympics.

In the United States, Triplepoint has designed systems across a broad range of applications for both municipal and industrial wastewater lagoons. With over 100 installations currently in operation nationwide and with treatment of over 30 billion gallons and counting since its inception, Triplepoint has built a reputation among lagoon owners as a leading provider of quality solutions.

Triplepoint holds multiple United States patents (some pending) for the MARS Aerator, an aeration diffuser that combines a coarse bubble static tube with fine bubble aeration technology, and the NitrOx Process, a cold weather nitrification reactor system for year-round ammonia removal. These products are specifically designed for use in wastewater lagoons and are designed to be robust, consistent, reliable, and be of minimal maintenance.

2. Process Description

The NitrOx Process was developed on the principle that nitrification will reliably occur when the proper conditions are created. For wastewater lagoon systems that receive primarily domestic waste, the critical conditions required for nitrification include:

1. **CBOD** of 20-30 mg/L
2. **Dissolved oxygen** of 4.6 lb/O₂ per pound of NH₃-N (Metcalf & Eddy)
3. **Sufficient population of nitrifying bacteria**
4. Given sufficient nitrifying bacteria, a **water temperature of 4-5 °C**

The NitrOx™ Process utilizes the existing lagoon infrastructure for 90% BOD removal, at which point the nitrifying bacteria nitrifies naturally. In the NitrOx design, the effluent from the lagoons flows hydraulically or via pump into a two-stage nitrification reactor. In colder climates where the winter water temperature drops below 4 °C, a thermal regulation heat exchanger is used to increase the water temperature. Typically, a temperature rise of only a few degrees is needed during the coldest months of the year. In the two NitrOx reactor cells, there are millions of individual biofilm carriers that provide a habitat for nitrifying bacteria ensuring that there is a sufficient number of bacteria even in the coldest water conditions.

Each NitrOx reactor cell has a stainless-steel aeration grid to provide the necessary oxygen and create a complete mix environment to keep the biofilm carriers in constant motion. The two cells are covered with floating insulated covers which mitigate heat loss and have stainless-steel sieves to keep the media within their respective tanks.

Once the effluent has gone through the second NitrOx reactor it is discharged into a final polishing/clarification lagoon prior to the ultimate discharge from the lagoon system. Please refer to Figure 1 for a flow process of the NitrOx™ Reactor System.

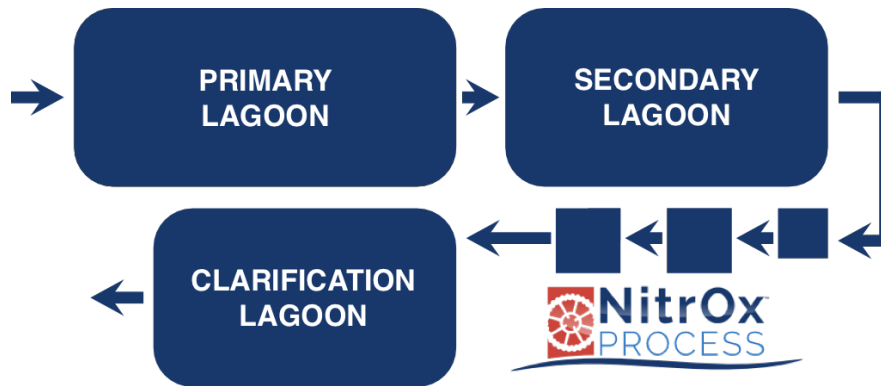


Figure 1: Basic flow process of the NitrOx Lagoon Ammonia Removal Process

3. Reactor Features

Ammonia removal through nitrification will reliably occur with the proper conditions. The purpose of the NitrOx™ Reactor System is to control and optimize each of these conditions to foster an ideal habitat for a specific set of bacteria called “Nitrifiers.” The NitrOx system uses these nitrifiers and super-concentrates them into a small, cost effective, and highly efficient reactor. In doing so, the NitrOx™ Reactor guarantees results.

Maximizing Nitrifier Concentration

An increase in nitrifiers yields an increase in ammonia reduction. Nitrifiers grow on substrates or “media” which provide a surface area on which the nitrifiers are able to grow. Accordingly, to increase the quantity of nitrifying bacteria, the available surface area also needs to increase. The NitrOx™ reactor contains *millions* of small pieces of media which produce over 150 square feet of surface area per every cubic foot of volume. With this quantity of media, the NitrOx™ System provides the densest concentration of nitrifiers of any available ammonia treatment solution and is the most effective solution in the smallest footprint, even at low temperatures.

Optimizing Temperature

As water temperature decreases, nitrifiers consume ammonia more slowly. In the coldest winter months wastewater can be too cold for the nitrifiers to effectively consume ammonia. To solve this issue the NitrOx™ System thermally regulates its influent. With an integrated heater and insulated cover, the NitrOx automatically regulates the temperature of the wastewater and maintains it. This creates the ideal environment for rapid ammonia reduction.

Optimizing Mixing & Aerating

Low maintenance coarse bubble diffusers release bubbles from a full-floor grid, transferring oxygen into the Reactor that nitrifiers need to complete their ammonia digestion. In this atmosphere of high-energy mixing, the millions of media are continuously mixed so the bacteria, oxygen, and waste are always in contact. This atmosphere of constant movement creates an ideal environment for rapid ammonia reduction. As an added

bonus, with the media in constant movement colliding with each other, the walls, and the piping sieves, the pieces constantly clean themselves.

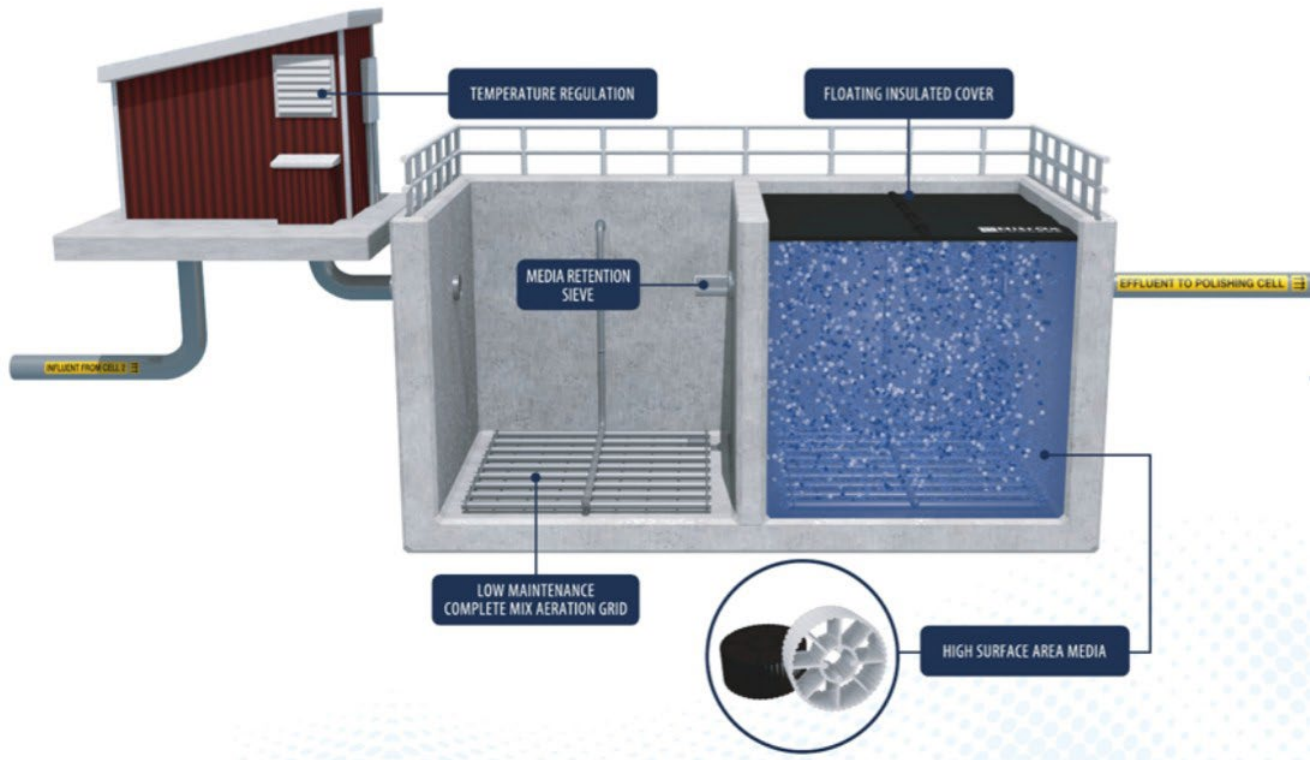


Figure 2: NitrOx Reactor Features

4. Design Summary

The site-specific NitrOx Reactor Basis of Design is attached in Section 5 of this submittal. The system should be operated within the parameters outlined therein; specific key parameters include:

- Average & Peak Daily Flows
- BOD & NH3 Concentrations
- Dissolved Oxygen Levels
- Water Temperatures
- Alkalinity (pH) Range

Part II: Operation & Maintenance

5. Operating Instructions

5.1. Start-up Checklist

BEFORE starting up the NitrOx Lagoon Ammonia Removal System, please read through each item on this checklist form. Once startup has been completed, sign and fax or mail the completed form in Section 2 to Triplepoint Environmental LLC with the information below. If there are any questions, please call (312) 428 4634.

Checklist Item	Check When Complete
<p>1. Complete Blower Start-Up Checklist:</p> <ul style="list-style-type: none"> a. Read thoroughly and complete the blower startup checklist provided. b. Verify incoming power using an Amp and Voltage meter. Compare and verify with the blower sizing datasheet provided in the submittals. The blower voltage should match that in the submittals. c. Double check wiring is completed in conformity with wiring diagram provided in submittals. d. Once blower is started up, double check enclosure fan is operational. 	
<p>2. If VFD is included, Complete VFD Start-Up Checklist:</p> <ul style="list-style-type: none"> a. Read thoroughly and complete the VFD startup checklist provided in the operation and maintenance manual. b. Verify wiring has been completed correctly. c. Set the blower ramp to 6 seconds d. Ensure that the parameters are set to “Constant Torque” 	
<p>3. Blow Out Headers.</p> <ul style="list-style-type: none"> a. Verify the blower pressure relief valve is set at 1.5 psi above design pressure b. Turn off all of the valves leading to the aeration grids and open the blow-off valve at the end of header. c. Turn on 1 blower and allow dirt and debris to be pushed out of the header line. d. Turn on blower for 1 minute. e. Turn off the blower. Then repeat with second blower, if provided. f. This item should not take more than a couple minutes. 	
<p>4. Start Airflow.</p> <p>The aeration system may have accumulated a little water while sitting dormant prior to system startup. The principle is to slowly introduce air to increase pressure – this slowly purges any accumulated water within the aeration grids. Once the pressure reaches a high enough level to overcome the line losses and water depth pressure (the design pressure), bubbles will start to emerge on the surface. Add pressure slowly in order to avoid “shocking” the system with pressure too quickly.</p> <ul style="list-style-type: none"> a. Ensure there is only 12-24” of water in the tank. b. Completely open each aeration grid isolation valve. c. Open blow off valve. 	

<ul style="list-style-type: none"> d. Turn on the blower. Air should be completely blowing out of the blow off valve. Check blower pressure. e. Slowly close off the blow off valve to seal the system. Continuously monitor the blower pressure to make sure it is within design parameters. f. If the air exit point is closed and any one of the following two conditions persist, turn off the blower immediately and either start this checklist over or call Triplepoint (number above). <ul style="list-style-type: none"> i. No bubbles are evident on the surface of the water. ii. Blower pressure gauge is over 1psi above design pressure for over 5 minutes. g. Watch for bubbles to emerge in an even distribution across the entire aeration grid. h. Take a picture or video to document. 	
<p>5. Verify Uniform Bubble Pattern. Once the header blow-off valve is fully closed, carefully inspect the aeration bubble pattern and verify the following:</p> <ul style="list-style-type: none"> a. There is a uniform bubble pattern across the basin floor (i.e. no one spot where all of the aeration appears to be occurring, or no aeration is occurring). b. There are no leaks in the gaskets in the flange connections. c. Each tank appears to be getting roughly the same amount of air. If one tank is clearly receiving more airflow, throttle down the aeration grid isolation valve on that tank until all tanks appear balanced. d. Take a picture or video to document. 	
<p>6. Inspect Heater & Sieves are Secure.</p> <ul style="list-style-type: none"> a. Physically inspect the media retention sieves on each tank to verify all are securely attached to the flange mounts on the effluent side of each tank. b. Inspect the installation of the inline check valve at the influent to ensure it is secure and will not blow out. c. Verify the thermowell and junction box are secured to the splitter box. d. Ensure the thermocouple wire is run in a separate conduit to any high voltage wire that would interfere with the signal. e. Take a picture or video to document. 	
<p>7. Media Installation Step 1.</p> <ul style="list-style-type: none"> a. Turn on the influent pump for the tanks and fill first tank 50% full of wastewater. b. Turn aeration blower to maximum speed and leave running in a balanced state. c. Pour in 50% of the high surface area media allotted to that tank, being careful to avoid spillage. d. Leave running for 3-4 hours. Check to ensure all media is fully submerged and completely mixed by the aeration. If the media is not yet submerged, continue waiting until all media is under water. e. Take a picture or video to document. 	
<p>8. Media Installation Step 2.</p> <ul style="list-style-type: none"> a. Pump in additional wastewater until tank is 75% full of wastewater. 	

<ul style="list-style-type: none"> b. Ensure aeration blower is balanced and running. c. Pour in an additional 35% of the high surface area media allotted to that tank, being careful to avoid spillage. d. Leave running for 3-4 hours. Check to ensure all media is fully submerged and completely mixed by the aeration. If the media is not yet submerged, continue waiting until all media is under water. e. Take a picture or video to document. 	
<p>9. Media Installation Step 3.</p> <ul style="list-style-type: none"> a. Pump in more wastewater until tank is 100% full of wastewater. b. Ensure aeration blower is running at maximum speed balanced and running. c. Pour in final 15% of high surface area media allotted to the tank, being careful to avoid spillage. d. Leave running for 3-4 hours. Check to ensure all media is fully submerged and completely mixed by the aeration. If the media is not yet submerged, continue waiting until all media is under water. e. Take a picture or video to document. f. Once media has sunk, return blower to normal run state. 	
<p>10. Tank X Media Installation</p> <ul style="list-style-type: none"> a. Go back to Media Installation Step 1 and repeat for additional tanks. b. Take a picture or video to document throughout the process. 	
<p>11. Allow Foam to Stabilize</p>	
<p>12. Install Tank Covers</p> <ul style="list-style-type: none"> a. Once all the media has been installed, foam has stabilized, and biomass has been established, floating insulated tank covers can be laid on top of each cell. b. Each cover should sit flat on the water surface with no bowing and minimal gaps around the edges. If cover does not fit 100% around the edges, it can be cut around the edges until it fits snugly. c. Take a picture or video to document. 	
<p>13. Close Out</p> <ul style="list-style-type: none"> a. If everything is operating satisfactorily, leave blower running. b. Take a picture of each cell and email to information@tpenv.com. c. Sign this form and send back to Triplepoint via email, fax or mail. 	

5.2. Standard Operation

A Weekly Operations Checklist that outlines the regular operations procedures is attached in Appendix A. Triplepoint recommends operators go through this checklist each week and maintain a copy for their records. Any warranty or process guarantee provided by Triplepoint will only be valid providing these checklist forms are evidenced.

5.2.1. *NitrOx Foam Stabilization*

Once the foam in the NitrOx has stabilized, the covers can be put on and the foam will require little maintenance. If the foam has not stabilized, please refer to the below table and contact Triplepoint.

Nitrox Foam type	Possible causes	Non Specific Control measures
White Stiff and Billowy Foam	1) Start up or BOD/TSS shock loading.	If the foaming persists post start-up, check lagoon BOD and TSS treatment levels to make sure the influent BOD and TSS to Nitrox is within the design levels. If the lagoons were recently dredged and refilled, influent TSS to Nitrox could be high: Check if TSS is within the design range.
	2) pH	Check if the influent pH is in 7-8.5 range.
	3) Hydraulic Overload During Start Up	Check influent flow rate and adjust within the rated range.
	4) High Fats, Oil and Greases	Check for FOG in the influent, if levels are high upstream treatment needs to be corrected.
Grayish Slimy Foam	Nutrient Deficiency	Check influent N and P levels.
Dark Brown, Thick Scummy Foam	Old Sludge	This is not a common cause of foaming in NitrOx but it could happen if old sludge from the lagoons makes it way to the reactor post dredging.
Dark brown/almost black foam with odor	Septicity	This is not a common cause of foaming in NitrOx but it could happen if the aeration is down for extended period of time.
Other Control Measures:	1) Clean effluent or water could be sprayed to clear the foam	
	2) If Defoamer is used, it must be non-silica based and should not be over dosed.	
	3) With the exception of foaming during start-up period, for any other extended period of foaming we highly recommend to test the foam samples for filaments and other microorganism present to understand and correct the root cause of the foaming.	

5.2.2. *Blower and Diffuser Airflow*

The NitrOx system is designed for one duty blower and a second as standby. During standard operation, the airflow from the blowers must maintain dissolved oxygen levels of 5+mg/L in the tanks. An excessive airflow rate leads to high pressure drops, reduced oxygen transfer performance, and increased wear and tear on the blowers. Too low airflow rates may result in uneven utilization of the diffusers and reduced air distribution and mixing. System pressure should be continually monitored by looking at the pressure gauge on the front of the blowers. Normal operating diffuser air pressure measured at the blower is shown in the Basis of Design in Section 5. The water temperature should also be maintained between 5°C / 41°F to 35°C / 95°F.

5.2.3. *Influent Flow & Concentrations*

Keeping a continuous influent flow of water into the reactor is critical to ensuring there is an adequate

bacterial mass necessary to accomplish the desired treatment. The influent flow and constituent loadings should not exceed that of the peak design flow as shown in the tables above. Stoppages in flow of more than 3 hours will result in loss of bacterial biomass that could take up to 4-6 weeks to re-grow depending on water temperatures present. Higher loading rates than what is designed can lead to inadequate treatment.

5.2.4. Shutdown and Emergency

In case of emergency and the immediate need for shut down, the air supply may simply be turned off. The blowers have check-valves that will seal the air header system, however these valves will not hold pressure indefinitely. Any air supply stoppages must not exceed 4-6 hours in length in order to ensure that biomass does not die off. If a stoppage is experienced longer than 5-6 hours, then it is likely that part of the biomass has been lost and will need to be regrown, which can take up to 4-6 weeks depending on water temperature.

Prior to restarting the system, ensure that any pressure relief valves that are connected with the air supply (eg blowers) are functional. Then restore air supply to system.

5.2.5. Sampling Recommendations

While pulling samples from the NitrOx reactor, it is important to; pull samples after peak flow events, clear all effluent structures of debris prior to sampling, pull samples from effluent pipes 12" to 14" below the water surface, and to ensure that flow is not bypassing the reactor and flowing directly into the polishing cell.

5.2.6. Troubleshooting

The NitrOx Reactor requires very little maintenance for long-term operations because of the use of high-performance materials. Listed below are indications of problems and recommendations for repair.

1. Indication: Large volume of air in localized area
Possible cause: Leak in gasket on bottom of grid
Procedure: Dewater tank for access to area in question. Visually inspect all gaskets and replace as necessary.
2. Indication: Non uniform bubble pattern
Possible cause: Insufficient blower capacity
Procedure: Confirm blower operations & check air intake filter does not need replacement.
Possible cause: Check hand valve connected to aeration grid to determine if it is closed or not open enough.
Procedure: Inspect position of hand valve and adjust as required.
Possible cause: Air leaks in aeration piping
Procedure: Follow procedure indicated in indication 1.
Inspect piping and joints for internal clogging from debris. Air purge or water flush clean system.
3. Indication: A reduction in the dissolved oxygen level or increase of system pressure

- drop
- Possible cause: Insufficient blower airflow.
Procedure: Inspect air intake filter on blower for clogging. Consider organizing a blower technician to visit site for an inspection.
4. Indication: Non uniform dissolved oxygen profile throughout basin
Possible cause: Insufficient air volume
Confirm blower operations & switch on additional blowers as appropriate. Check equipment and operation conditions.
Procedure:

Biological inhibitors

Depending on type of waste, system construction and operating conditions other causes can lead to disturbances. If necessary, contact Triplepoint.

6. System Maintenance

A weekly operations checklist outlining the regular operations procedures is attached in Appendix A. Triplepoint recommends that operators go through this checklist each week and maintain a copy for your records. Any warranty or process guarantee provided by Triplepoint will only be valid providing these checklist forms are evidenced.

6.1. Blower Maintenance

It is critical to system operation that regular preventative maintenance is performed on the blower packages provided. Refer to the operation and maintenance manual provided from the blower manufacturer for further information on how to maintain the blower.

6.2. Diffuser Maintenance

All NitrOx systems are designed with stainless steel air header and diffuser grids, which may deteriorate over time and require replacement after approximately 20 years. The piping is largely connected via gasket flange connections; such gaskets may need to be replaced sooner based on site conditions. The aeration grids themselves utilize engineered orifices that provide robust aeration and are designed to be anti-clogging

6.3. Media Deterioration

The media in the reactor tanks is constructed of High-Density Polyethylene and is subject to deterioration over time via scraping of material on the sidewalls. Over time this will lead to slight reduction in surface area and, after approximately 15 years, you may see a reduction in treatment. In the event that a reduction in treatment noticed, additional media may need to be added to the tank, contact Triplepoint for a recommendation and pricing

6.4. Media Retention Sieve Maintenance

Each tank has with 1 effluent sieve that is designed to prevent media outflow from the tanks. The NitrOx reactors are designed to accept wastewater with a maximum solid size of 0.45", any solids larger than 0.45" in size, such as trash, sludge, dead animals etc. has the potential to clog the effluent sieves to each tank. In the event that sieves do clog, the water level in the tanks will rise and could overflow in extreme circumstances, spilling media all over the surrounding area.

Cleaning of effluent sieves is best accomplished via lowering the water levels in the tanks with a pump with an appropriately sized suction intake screen needed to prevent pumping of media. Once the water level is low enough to expose the sieves, approximately 2-3' below the surface, remove the solids from the sieve and discard. If necessary, it is possible to remove the sieve entirely via unbolting it from the flange connection.

6.5. Tank Cover Maintenance

Each NitrOx system comes with a insulated tank cover constructed of either HPDE or Geomembrane materials. Tank covers are expected to last 15-20 years if well maintained. It is recommended that they be blown off with a leaf blower as necessary to prevent debris from accumulating on their surface. If deterioration is observed, repairs can be done, contact Triplepoint for further details.

6.6. Spare Parts

The list below includes spare parts associated with the NitrOx Lagoon Ammonia Removal System. Additional spare parts and tools can be purchased through Triplepoint upon request.

Item	Pricing
High Surface Area HDPE Media	\$50 cu/ft
Insulated tank cover	\$70 sq/ft

7. Contacts

7.1. General & Service Information

For general information, questions and support and information on how to service any NitrOx related equipment, contact:

Triplepoint Environmental, LLC
6586 S Kenton St
Centennial, CO 80111
(312) 428 4634
www.tpenv.com

7.2. Spare Parts

Should the integrity of the any NitrOx equipment be compromised, parts can be purchased by contacting:

Triplepoint Environmental, LLC
6586 S Kenton St
Centennial, CO 80111
(312) 428 4634
www.tpenv.com

8. Disclaimer

This information is based on our present technology and is intended to provide general notes on our products and their uses. It should not therefore be construed as guaranteeing specific properties of the products described or their suitability for a particular application. Any existing intellectual property rights must be observed. The quality of our products is guaranteed under our General Conditions of Sale.

Appendix A: Weekly Operations Checklist



NitrOx Operations & Maintenance Checklist

The following is a weekly operations & maintenance checklist for the NitrOx System. Operators are required to go through this checklist weekly. Completed checklists should be maintained for your records. Any warranty or process guarantee provided by Triplepoint will only be valid provided these weekly checklists are evidenced.

Date: _____ Inspector: _____

Step	Action	Complete
1.	Inspect blower to ensure normal operation. Any grinding, hissing or abnormal noises should be noted in the Operating Summary Table and reported to Erica Velasco (erica@tpenv.com) immediately.	<input type="checkbox"/>
2.	Inspect operation and note in Operating Summary table below.	<input type="checkbox"/>
3.	Verify flow meter operation and note in Operating Summary table.	<input type="checkbox"/>
4.	Inspect recirculation pump to verify operation and note in Operating Summary below.	<input type="checkbox"/>
5.	Inspect for leaks at piping connecting tanks, signs of over flow, and any abnormal water leaks coming from the tanks.	<input type="checkbox"/>
6.	Lab Samples should be taken at the effluent structures once per week. Lab results should be emailed to Erica Velasco as frequently as taken.	<input type="checkbox"/>
7.	Water Influent Source a) The water being pumped into Tank 1 is coming from: _____ a. If the water source has not changed, please leave blank	<input type="checkbox"/>
8.	Water Effluent Location b) The water leaving Tank 2 is going to: _____ a. If the effluent location has not changed, please leave blank	<input type="checkbox"/>
9.	Media Inspection a) Weekly inspection of the media is required to observe damage of the media. b) If the media has laceration marks or is cut in half, please contact Erica Velasco immediately.	<input type="checkbox"/>
10.	Water Level a) Monitor the water levels in both Tank 1 and Tank 2. If there is a gradual increase in either Tank and level continues to rise, please contact Erica Velasco immediately.	<input type="checkbox"/>



Operating Summary

No.	Description	Observation
1.	Blower Status	<input type="checkbox"/> Normal <input type="checkbox"/> Abnormal, please elaborate: _____
2.	Tank #1 Media Sieve	<input type="checkbox"/> Appears water is flowing freely into it <input type="checkbox"/> Something is wrong, please elaborate: _____ _____
3.	Tank #1 Foaming	<input type="checkbox"/> No Foaming evident <input type="checkbox"/> Minimal foaming evident <input type="checkbox"/> Notable amount of foaming <input type="checkbox"/> Foam is coming out of hatch <input type="checkbox"/> Other, please elaborate: _____
4.	Tank #2 Foaming	<input type="checkbox"/> No Foaming evident <input type="checkbox"/> Minimal foaming evident <input type="checkbox"/> Notable amount of foaming <input type="checkbox"/> Foam is coming out of hatch <input type="checkbox"/> Other, please elaborate: _____
5.	Recirculation Pump	<input type="checkbox"/> Pump appears to be operating correctly <input type="checkbox"/> There appears to be an issue, please elaborate: _____
6.	Pipe connections & tank status	<input type="checkbox"/> No leaks are evident <input type="checkbox"/> There appears to be a leak, please elaborate: _____ _____

April 10, 2023

Mayor and Town Trustees
230 N Bluff St
Lake City, CO 81235

Protest Letter regarding Short Term Rental Application for 890 S Water St

Dear Mayor and Town Trustees

Our Lake City Heights residence is located at 751 S Water St and includes lots 21,22 & 23. We also own 760 S Water St Lot 29 and 690 Water St Lot 30. The sixteen approximate acres were purchased to maintain open space, privacy, and quality of life.

The property located at 890 S Water St has been used as a short term rental for well over ten years. We were surprised to learn that this was allowed without a valid short term rental permit and the associated annual fees.

During our ownership of lots 29 & 30 we have had numerous annual incidents by trespassers that rent the 890 S Water St property. There is a mine shaft located high on lot 29 which is on a very steep slope. The renters/parents allowed their children and sometimes joined them as they ascended the slope towards the mine shaft. This slope is very fragile and has been compromised for future runoff erosion. The children encountered on the property ranged from four to fifteen years of age. The tenants have also taken the liberty and ridden their OHVs on both lots 29 & 30. Last summer two game cameras were found on lot 29 and food was also found staged as wildlife bait. Lucas Martin with CDOW investigated but the tenants had made an early morning departure as they were aware the cameras had been found. We posted ample and visibly obvious no trespassing signs when we took ownership of the property. The previous property owners had encountered similar incidents and posted signage too. Due to the Colorado Premises Liability Statute and the disregard of private property by the renter/trespassers we now have an additional financial outflow for liability insurance for the vacant lots.

Generally, when the 890 S Water St is rented it is by large groups that arrive with three to four vehicles and trailers usually 20' to 30' in length. Once they discover the limited parking provided at the property some are forced to back up Water St and then use our driveway as a turnaround point. They disturb our based driveway and drive their trailers over our sloped embankment.

The end of Water St has a cul-de-sac designed for vehicle and emergency vehicles turnaround. Large groups of renters will park their trailers and vehicles in the cul-de-sac. The fire department has come on several occasions and asked the renters to move their vehicles from the cul-de-sac. Since there is not enough off street parking, they then proceed to park some of their equipment on our lot 29 road. We have discussed this parking issue with the fire department. They have apparatus ranging from 30,000 to 60,000 pounds gross vehicle weight. If an emergency incident occurs and the cul-de-sac is blocked their apparatus would not be able to backup the extreme slope on Water St due to the weight of their vehicles. Last summer **No Parking Signs** were placed at the cul-de-sac by town staff, some renters ignored the signs and parked there anyway.

The Town of Lake City Municipal Code **Sec. 23-6 "RE" Rural Estate District** reads that zoning "RE" is intended to provide a quiet, low density development for single family residence.

The Towns adopted Fire Code defines a **Fire Apparatus Access Road** as a road that provides fire apparatus access from a station to a facility, building or portion thereof. This general term is inclusive of all other terms such as fire lane, public street, private street, parking lot lane or access roadway.

Fire Code 503.4 Obstruction of Fire Apparatus Access Roads Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles.

Sec 23-5 (4) of the Towns Municipal Code from Ordinance #2006-4 reads at the hearing, the applicant shall bear the burden of proving, to the satisfaction of the town's trustees, that the issuance of the requested permit will not result in conditions that pose a danger to the public health or safety or an unreasonable risk of nuisance to the neighborhood.

We are formally requesting that you the Lake City Town Trustees deny the application request for short term rental at 890 S Water St.

Respectfully Submitted,

JP & Cindy Smith
751 S Water St
Lake City, CO 81235

230 N. Bluff Street
PO Box 544, Lake City, CO, 81235
970-944-2333
www.townoflakecity.co

TOWN OF LAKE CITY

APPLICATION FOR ANNUAL PERMIT FOR SPECIAL CONDITIONAL USE OF PROPERTY IN RESIDENTIAL DISTRICT

1. Name and mailing address of applicant. Include proof of citizenship. (Driver's License/Passport):

Phyllis Mabbett

1968 Circle Park Lane, Encinitas, CA 92024 (Driver's License Attached.)

2. Address of property for which permit is sought. Include proof of ownership. (Deed/Lease):

890 S Water St Lake City (Mortgage Statement Attached.)

3. Zoning district in which property to be permitted is located:

Rural Estate

4. *Names and addresses of owners of all properties immediately surrounding (to include across the street, alley, and beside) the property for which a permit is being sought. Attach copies of Hinsdale County Assessor records mapping the location of the surrounding properties and confirming the requested name and address information.

refer to Sarah Tubbs email:

Address Lot Owner Mailing Address

890 S Water ST Lot 26/ R518 Phyllis Mabbett Property requesting Special Permit

901 S Water ST Lot 27 / R520 Jamos & Gina Schmidt 1341 Owl Creek Ave Montrose, CO 81401

900 S Water ST Lot 28 I R51 9 Dan Plies 22706 Aspen St Ste 701 Lake Forest CA 92630 1641

760 S Water ST Lot 29 / R517 Jon & Cindy Smith PO Box 753 Lake City CO 81235

867 S Water ST Lot 25 I R512 Arlen Barksdale 1968 Circle Park Lane Encinitas CA 92024

845 S Water ST Lot 24 / R511 Arlen Barksdale 1968 Circle Park Lane Encinitas CA 92024

751 S Water ST Lots 21-22-23 / R3353 Jon & Cindy Smith PO Box 753 Lake City CO 81235

690 Water ST Lot 30 / R516 Jon & Cindy Smith PO Box 753 Lake City CO 81235

**APPLICATION FOR ANNUAL PERMIT FOR SPECIAL CONDITIONAL USE OF
PROPERTY IN RESIDENTIAL DISTRICT**

5. Description of specific use for which the property is to be used pursuant to the requested permit:

short term vacation rentals

6. Lodging tax and any applicable sales tax license numbers. Attach copies of pertinent licenses.

29831 485 0000

Attached Sales License

By signing this application, the applicant indicates an understanding that any permit issued pursuant hereto automatically terminates on the anniversary of the issuance date unless it is renewed by payment of subsequent annual renewal fees to the Town of Lake City. Such fees are currently set in the amount of \$375.00. Any permit issued pursuant to this application is revocable by the Board of Trustees of the Town of Lake City upon proper notice, hearing and determination of just cause pursuant to Chapter 23-5 of the Lake City Municipal Code.

***Notices to adjoining property owners must be sent via *Certified Mail* within 5 days of application filing along with *Return Receipt Requested* associated with the aforementioned mailings must be submitted to the Town Clerk within 10 days of application filing.**

Date: 3/23/2023

Applicant: Phyllis Mabbett

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

Must collect
taxes for:
**SALES TAX
LICENSE**

STATE COUNTY
COLORADO HINSDALE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
29831485-0000	63	0206	003	L	010117	Jul	25	22	2023

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: 990 COUNTY ROAD 142 UNIT 156 LAKE CITY CO 81235

**THIS LICENSE IS NOT
TRANSFERABLE**



ARBORVITAE ENTERPRISES LLC
990 COUNTY ROAD 142 UNIT 156
LAKE CITY CO 81235

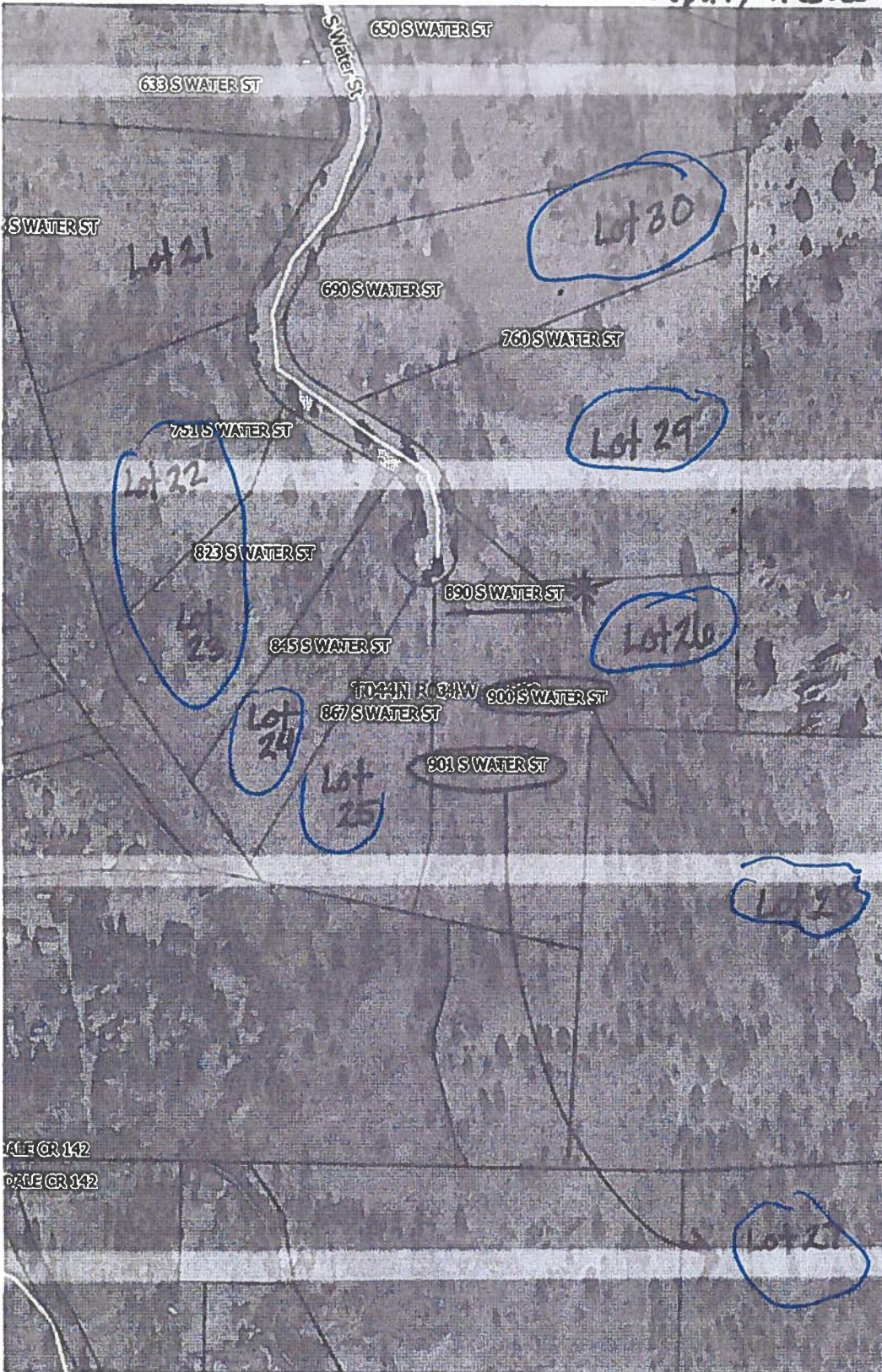
Barbara Brooke

Executive Director
Department of Revenue

prepared by Hinsdale County
Deputy Assessor Sarah Tubbs

11/2/22

for Phyllis
Mabbett



Requested Property Map and Information

Inbox x



Sarah Tubbs <deputy.assessor@hinsdalecountycolorado.us>

to me

[*** This email originated from outside Hinsdale County - PLEASE USE CAUTION OPENING LINKS, ATTACHME

Hello Phyllis,

Please find attached a map of your property at 890 S Water ST and the surrounding properties. Also attached are addresses correlated to the R Account number on the Property Record Card:

- 890 S Water ST – Lot 26/ R518
- 901 S Water ST – Lot 27 / R520
- 900 S Water ST - Lot 28 / R519
- 760 S Water ST – Lot 29 / R517 (Same owner as 751, 690)
- 867 S Water ST – Lot 25 / R512 (Owned by applicant)
- 845 S Water ST – Lot 24 / R511 (Owned by applicant)
- 751 S Water ST – Lots 21 -22-23 / R3353 (Same owner as 690, 760)
- 690 Water ST – Lot 30 / R516 (Same owner as 751, 760)

Let us know if you need anything further.

Have a great day!

+ Attachments = neighboring properties

Sarah Tubbs

Hinsdale County Deputy Assessor
PO Box 28
Lake City, Co 81235

Property Record Card

Hinsdale County Assessor

**BARKSDALE, ARLEN
TRUSTEE OF THE
BARKSDALE FAMILY
TRUST**

Account: R000512
Tax Area: TAI - TAX AREA 1
Acres: 1.880

Parcel: 4509-343-11-007
Situs Address:
867 S WATER ST
LAKE_CITY, 81235

1968 CIRCLE PARK LANE
ENCINITAS, CA 92024

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Legal Description

Value By:	Market	Override
Land (1)	\$142,220	N/A
Total	\$142,220	\$142,220

867 S WATER ST LOT 25 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
96093	05/11/2007	WD	QV	Y	\$120,000	118.52	\$120,000	118.52	\$120,000	118.52

Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Land Code	37 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$142,220		142,220.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$142,220	\$41,240	NA	NA
Total		\$142,220	\$41,240	NA	NA

Property Record Card

Hinsdale County Assessor

**BARKSDALE, ARLEN
TRUSTEE OF THE
BARKSDALE FAMILY
TRUST**

Account: R000511
Tax Area: TAI - TAX AREA 1
Acres: 1.657

Parcel: 4509-343-11-006
Situs Address:
845 S WATER ST
LAKE_CITY, 81235

1968 CIRCLE PARK LANE
ENCINITAS, CA 92024

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Value By:	Market	Override
Land (1)	\$142,220	N/A
Total	\$142,220	\$142,220

Legal Description

845 S WATER ST LOT 24 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
96092	05/11/2007	WD	QV	Y	\$120,000	118.52	\$120,000	118.52	\$120,000	118.52

Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Land Code	37 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$142,220		142,220.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$142,220	\$41,240	NA	NA
Total		\$142,220	\$41,240	NA	NA

Property Record Card

Hinsdale County Assessor

SMITH, JON P. & CINDY K.
SMITH JNT TENTS

Account: R000516
 Tax Area: TAI - TAX AREA 1
 Acres: 3.433

Parcel: 4509-344-01-003

Situs Address:
 690 S WATER ST
 LAKE_CITY, 81235

PO Box 753
 Lake City, CO 81235

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Value By:	Market	Override
Land (1)	\$142,220	N/A
Total	\$142,220	\$142,220

Legal Description

690 S WATER ST LOT 30 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
103941	05/21/2020	WD	UI	Y	\$150,000	94.81	\$150,000	94.81	\$3,766,875	3.78
95326	06/12/2006	WD	QV	Y	\$135,000	105.35	\$135,000	105.35	\$135,000	105.35
88771	04/15/1998	WD	UI	N	\$60,000	237.03	\$60,000	237.03	\$60,000	237.03

Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Land Code	37 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Utilities	0 - N/A
Zoning	0 - OTHER		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$142,220		142,220.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$142,220	\$41,240	NA	NA
Total		\$142,220	\$41,240	NA	NA

Property Record Card

Hinsdale County Assessor

SMITH, JON P. & CINDY K.
SMITH JNT TENTS

Account: R000517
 Tax Area: TAI - TAX AREA 1
 Acres: 4.515

Parcel: 4509-344-01-004

Situs Address:
 760 S WATER ST
 LAKE_CITY, 81235

PO Box 753
 Lake City, CO 81235

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Value By:	Market	Override
Land (1)	\$142,220	N/A
Total	\$142,220	\$142,220

Legal Description

760 S WATER ST LOT 29 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
103941	05/21/2020	WD	UI	Y	\$150,000	94.81	\$150,000	94.81	\$3,766,875	3.78
93967	08/27/2004	WD	QV	Y	\$85,000	167.32	\$85,000	167.32	\$85,000	167.32
89246	10/09/1998	WD	QV	Y	\$85,000	167.32	\$85,000	167.32	\$85,000	167.32
88744	04/03/1998	WD	UI	N	\$60,000	237.03	\$60,000	237.03	\$60,000	237.03

Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Land Code	37 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Land Size	4.515
Utilities	8 - ELECT/WELL/SEPTIC	Zoning	0 - OTHER

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$142,220		142,220.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$142,220	\$41,240	NA	NA
Total		\$142,220	\$41,240	NA	NA

Property Record Card

Hinsdale County Assessor

**BARKSDALE, ARLEN
TRUSTEE OF THE
BARKSDALE FAMILY
TRUST**

Account: R000518
Tax Area: TA1B - TAX AREA 1B
Acres: 4.721

Parcel: 4509-344-01-005
Situs Address:
890 S WATER ST
LAKE_CITY, 81235

1968 CIRCLE PARK LANE
ENCINITAS, CA 92024

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Value By:	Market	Override
Land (1)	\$124,440	N/A
Single Family Residential (1)	\$363,000	N/A
Extra Feature (1)	\$10,000	N/A
Total	\$497,440	\$497,440

Legal Description

890 S WATER ST LOT 26 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY



Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
95144	03/15/2006	WD	QV	Y	\$542,000	91.78	\$542,000	91.78	\$542,000	91.78
93984	09/02/2004	WD	QV	Y	\$76,500	650.25	\$76,500	650.25	\$76,500	650.25

Land Occurrence 1

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	36 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Land Size	4.721
Utilities	0 - N/A	Zoning	0 - OTHER

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$124,440		124,440.00		

Single Family Residential Occurrence 1

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	Actual Year Built	2004
Effective Year Built	2004 - 2004 - EFFECTIVE YEAR	Constant	1

Property Record Card

Hinsdale County Assessor

Single Family Residential Occurrence 1

Effective Year Built	2004 - 2004 - EFFECTIVE YEAR	Constant	1
Foundation	POURED CONCRETE	Percent Complete	100
Quality	GOOD	Res Sf Rate	1
Roof Cover	1 - PROPANEL-METAL	Style 1 Bldg	ONE & ONE-HALF W/WALK-OUT BSMT
Style 2 Bldg	BSMT GARAGE - PARTIAL	Style Arch	LOG HOME
Weatherization	FULL INSULATION	Windows	1 - DOUBLE PANE

	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
CONSTANT UNITS	1				
SQFT - SQUARE FOOT		2158	2158	2158	2158
Total	1.00	2,158.00	2,158.00	2,158.00	2,158.00
	Value	Rate	Rate	Rate	Rate
	\$363,000	363,000.00	168.21	168.21	168.21

Extra Feature Occurrence 1

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	XFOB Code	1002 - GARAGE 2 - 351 TO 700 SQFT
Garage Square Foot	473	Percent Complete	100
Style 2 Bldg	BUILT-IN GARAGE		

	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
XFOB_UNITS - EXTRA FEATURE UNITS			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$10,000		10,000.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
1112	SINGLE FAM.RES.-LAND	\$124,440	\$8,650	NA	NA
1212	SINGLE FAM.RES-IMPROVEMTS	\$373,000	\$25,920	NA	NA
Total		\$497,440	\$34,570	NA	NA

Property Record Card

Hinsdale County Assessor

PLIES, DANIEL L, ET AL

Account: R000519

Parcel: 4509-344-01-006

22706 ASPAN ST, STE 701
LAKE FOREST, CA 92630

Tax Area: TA1 - TAX AREA 1
Acres: 8.875

Situs Address:
900 S WATER ST
LAKE_CITY, 81235

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Value By:	Market	Override
Land (1)	\$183,370	N/A
Total	\$183,370	\$183,370

Legal Description

900 S WATER ST LOT 28 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY (50% UND INT: DANIEL L PLIES 2015 TRUST DATED MAY 20, 2015; AND, 50% UND INT: AIP MARITAL INCOME TRUST)

Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Land Code	39 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Land Size	8.875
Utilities	8 - ELECT/WELL/SEPTIC	Zoning	0 - OTHER

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$183,370		183,370.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$183,370	\$53,180	NA	NA
Total		\$183,370	\$53,180	NA	NA

Property Record Card

Hinsdale County Assessor

**SCHMIDT, JAMOS JIM
AND GINA MARIE
SCHMIDT JNT TNTS**

Account: R000520
Tax Area: TAI - TAX AREA 1
Acres: 10.987

Parcel: 4509-344-01-007
Situs Address:
901 S WATER ST
LAKE_CITY, 81235

1341 Owl Creek Ave
Montrose, CO 81401

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Legal Description

Value By:	Market	Override
Land (1)	\$231,110	N/A
Total	\$231,110	\$231,110

901 S WATER ST LOT 27 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
10623	09/30/2022	SP	QV	N	\$135,000	171.19	\$135,000	171.19	\$135,000	171.19
95582	09/08/2006	WD	QV	Y	\$170,000	135.95	\$170,000	135.95	\$170,000	135.95
89045	07/27/1998	WD	QV	Y	\$130,000	177.78	\$130,000	177.78	\$130,000	177.78

Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Land Code	39 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Land Size	10.987
Utilities	8 - ELECT/WELL/SEPTIC	Zoning	0 - OTHER

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$231,110		231,110.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$231,110	\$67,020	NA	NA
Total		\$231,110	\$67,020	NA	NA

Property Record Card

Hinsdale County Assessor

SMITH, JON P & CINDY K SMITH

PO Box 753
Lake City, CO 81235

Account: R003353
Tax Area: TA1 - TAX AREA 1
Acres: 8.535

Parcel: 4509-343-11-008
Situs Address:
751 S WATER ST
LAKE_CITY, 81235

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Value By:	Market	Override
Land (1)	\$124,440	N/A
Land (2)	\$320,000	N/A
Single Family Residential (1)	\$694,450	N/A
Extra Feature (1)	\$10,000	N/A
Extra Feature (2)	\$15,000	N/A
Total	\$1,163,890	\$1,163,890

Legal Description

751 S WATER ST LOTS 21 - 22 - 23 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY

Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Land Code	36 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Land Size	3.648
Utilities	0 - N/A	Zoning	0 - OTHER

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$124,440		124,440.00		

Land Occurrence 2

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	39 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Land Size	4.887
Utilities	8 - ELECT/WELL/SEPTIC	Zoning	0 - OTHER

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$320,000		320,000.00		

Single Family Residential Occurrence 1

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	Actual Year Built	1990
Effective Year Built	2018 - 2018 - EFFECTIVE YEAR	Baths	3
Bedrooms	4	Condition	0
Constant	1	Fireplace	0 - NONE
Fireplace Count	1	Foundation	COMBINATION
Heating Type	1 - BASEBOARD ELECTRIC	Quality	EXCELLENT 1.25
Res Sf Rate	1	Roof Cover	1 - PROPANEL-METAL
Roof Structure	0	Rooms	0
Style 1 Bldg	TWO STORY FIN	Style 2 Bldg	ATTACHED GARAGE
Style Arch	LOG HOME	Weatherization	FULL INSULATION
Windows	1 - DOUBLE PANE		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
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Property Record Card

Hinsdale County Assessor

Single Family Residential Occurrence 1

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
CONSTANT UNITS	1				
SQFT - SQUARE FOOT		3481	3481	3481	3481
Total	1.00	3,481.00	3,481.00	3,481.00	3,481.00
	Value	Rate	Rate	Rate	Rate
	\$694,450	694,450.00	199.50	199.50	199.50

Extra Feature Occurrence 1

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	XFOB Code	1002 - GARAGE 2 - 351 TO 700 SQFT		
Style 2 Bldg	ATTACHED GARAGE				
SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
XFOB UNITS - EXTRA FEATURE UNITS			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$10,000		10,000.00		

Extra Feature Occurrence 2

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	XFOB Code	1003 - GARAGE 3 - 701+ SQFT		
Style 2 Bldg	COMBINATION				
SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
XFOB UNITS - EXTRA FEATURE UNITS			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$15,000		15,000.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	VACANT RES LOTS	\$124,440	\$36,090	NA	NA
1112	SINGLE FAM.RES.-LAND	\$320,000	\$22,240	NA	NA
1212	SINGLE FAM.RES-IMPROVEMTS	\$719,450	\$50,000	NA	NA
Total		\$1,163,890	\$108,330	NA	NA

Property Record Card

Hinsdale County Assessor

**BARKSDALE, ARLEN
TRUSTEE OF THE
BARKSDALE FAMILY
TRUST**

Account: R000518
Tax Area: TA1B - TAX AREA 1B
Acres: 4.721

Parcel: 4509-344-01-005
Situs Address:
890 S WATER ST
LAKE_CITY, 81235

1968 CIRCLE PARK LANE
ENCINITAS, CA 92024

Economic Area 1 - ECON AREA 1

Neighborhood 10700900 - LAKE CITY HEIGHTS SUBD

Value Summary

Value By:	Market	Override
Land (1)	\$124,440	N/A
Single Family Residential (1)	\$363,000	N/A
Extra Feature (1)	\$10,000	N/A
Total	\$497,440	\$497,440

Legal Description

890 S WATER ST LOT 26 LAKE CITY HEIGHTS SUBD TOWN OF LAKE CITY



Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
95144	03/15/2006	WD	QV	Y	\$542,000	91.78	\$542,000	91.78	\$542,000	91.78
93984	09/02/2004	WD	QV	Y	\$76,500	650.25	\$76,500	650.25	\$76,500	650.25

Land Occurrence 1

Property Code	1112 - SINGLE FAM.RES.-LAND	Land Code	36 - LAKE CITY HEIGHTS
Access Code	1 - YEAR-ROUND	Land Size	4.721
Utilities	0 - N/A	Zoning	0 - OTHER

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
SITE			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$124,440		124,440.00		

Single Family Residential Occurrence 1

Property Code	1212 - SINGLE FAM.RES-IMPROVEMTS	Actual Year Built	2004
Effective Year Built	2004 - 2004 - EFFECTIVE YEAR	Constant	1

Property Record Card

Hinsdale County Assessor

Single Family Residential Occurrence 1

Effective Year Built	2004 - 2004 - EFFECTIVE YEAR	Constant	1
Foundation	POURED CONCRETE	Percent Complete	100
Quality	GOOD	Res Sf Rate	1
Roof Cover	1 - PROPANEL-METAL	Style 1 Bldg	ONE & ONE-HALF W/WALK-OUT BSMT
Style 2 Bldg	BSMT GARAGE - PARTIAL	Style Arch	LOG HOME
Weatherization	FULL INSULATION	Windows	1 - DOUBLE PANE

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
CONSTANT UNITS	1				
SQFT - SQUARE FOOT		2158	2158	2158	2158
Total	1.00	2,158.00	2,158.00	2,158.00	2,158.00
	Value	Rate	Rate	Rate	Rate
	\$363,000	363,000.00	168.21	168.21	168.21

Extra Feature Occurrence 1

Property Code	1212 - SINGLE FAM.RES- IMPROVEMTS	XFOB Code	1002 - GARAGE 2 - 351 TO 700 SQFT
Garage Square Foot	473	Percent Complete	100
Style 2 Bldg	BUILT-IN GARAGE		

SubArea	UNITS	PRIME	ACTUAL	HEATED	EFFECTIVE
XFOB_UNITS - EXTRA FEATURE UNITS			1		
Total			1.00		
	Value	Rate	Rate	Rate	Rate
	\$10,000		10,000.00		

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
1112	SINGLE FAM.RES.-LAND	\$124,440	\$8,650	NA	NA
1212	SINGLE FAM.RES-IMPROVEMTS	\$373,000	\$25,920	NA	NA
Total		\$497,440	\$34,570	NA	NA

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Lake Forest, CA 92630

7022 2410 0001 8305 0654

Certified Mail Fee	\$ 14.15	0025 10
Extra Services & Fees (check box, add fee as appropriate)	\$ 42.25	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 3.00	
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 10.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$ 0.63	
Total Postage and Fees	\$ 48.13	
Sent To	Don Piles	03/22/2023
Street, Apt. No., or P.O. Box No.	22706 Aspen St	
City, State, ZIP+4®	Lake Forest CA 92630	

Postmark Here

PB Form 3800, April 2018 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Don Piles
 22706 Aspen St
 # 701
 Lake Forest CA 92630

9590 9402 7795 2152 9381 23

7022 2410 0001 8305 0654

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Delivery Restricted Delivery	
<input type="checkbox"/> all Restricted Delivery (over \$500)	

Domestic Return Receipt

1811, July 2020 PSN 7530-02-000-9053

THIS ENVELOPE IS RECYCLABLE AND MADE WITH 50% POST-CONSUMER CONTENT

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Don Plis
 22706 Aspen St
 # 701
 Lake Forest CA 92650



9590 9402 7795 2152 9381 23

7022 2410 0001 8305 0654

(over \$500)

3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
Don Plis Addressee

B. Received by (Printed Name) Date of Delivery
Don Plis *3-24-23*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below.

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

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Encinitas, CA 92024

PS Form 3800, April 2015 PSN 7530-02-000-8047

7022 2410 0001 8303 1103

Certified Mail Fee \$4.15

Extra Services & Fees (check box, add fee if applicable)

<input type="checkbox"/> Return Receipt (hardcopy)	\$3.75
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.62

Total Postage and Fees \$8.13

0024
10

Postmark Here

03/22/2023

Sent To Allen Barksdale
 Street and Apt. No., or P.O. No. 1968 Circle Pk Home
 City, State, ZIP+4® Encinitas CA 92024

U.S. POSTAGE PAID

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Allen Barksdale
 1968 Circle Pk Home
 Encinitas CA 92024

2. Article Number (Transfer from carrier label)
 7022 2410 0001 8303 1103

9590 9402 7795 2152 9375 22

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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Montrose, CO 81401

0024
10

Certified Mail Fee \$ 14.15

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ 10.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$ 0.63

Total Postage and Fees \$ 18.13

Postmark Here 03/22/2023

Sent To *G & G Schmidt*

Street and Apt. No., or Post Box No. *1341 Owl Creek Ave*

City, State, ZIP+4® *Montrose Co 81401*


PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gloria & Lina Schmidt
1341 Owl Creek Ave
Montrose Co
81401



9590 9402 7795 2152 9381 16

2. Article Number (Transfer from service label)

7022 2410 0001 8303 1110

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jan + Cindy Smith
PO Box 753
Lake City CO 81235

2. Barcode

5950 9402 7795 2152 9375 15

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Fall Restricted Delivery (over \$500)	

4. PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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LAKE CITY, CO 81235

OFFICIAL USE

2022 2410 0001 8303 1127

Certified Mail Fee	\$4.15	0024
Postage	\$0.63	10
Total Postage and Fees	\$4.78	

Postmark Here
03/22/2023

Sent To Jan + Cindy Smith
Street and Apt. No., or PO Box No. PO Box 753
City, State, ZIP+4® Lake City CO 81235

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Meeting Minutes

Meeting Name: Regular BOT Meeting

Meeting Start Time: 6:00 PM MDT

Meeting Start Date: 4/19/2023

Meeting End Time: 8:20 PM MDT

Meeting End Date: 4/19/2023

Meeting Location: Town Hall and Virtual via Zoom

Agenda:

- I. Regular Workshop Start Time – 6:00 pm
 - A. Discussion Regarding the Lake City Medical Center with Katie Elkins
 - B. Discussion Regarding Purchase of Backup Pump for Bluff Street Well
 - C. Discussion Regarding Proclamation Declaring the Month of May as Historic Preservation Month
 - D. Discussion Regarding Potential Short-Term Rental Requirements and the Application Process for a Conditional Use in a Residential Zone
 - E. Discussion Regarding Appeal to COA 2023-08 Conditions at 625 N. Bluff StreetRegular Workshop End Time – 7:18 pm

- II. Regular Meeting Start Time – 7:30 pm
 - A. Call to Order
 - B. Roll Call: Present: Mayor Roberts and Trustees Bruce, Hamel, Heaton, Horn, Kendall and Woods.
 - C. Approval of Minutes – April 5, 2023: Motion made by Trustee Bruce, seconded by Trustee Kendall. Motion passed with all present voting yes in a roll call vote. Trustees Heaton and Horn abstained from voting.
 - D. Approval of Bills Payable Totaling \$33,323.63. Motion made by Trustee Kendall, seconded by Trustee Heaton. Motion passed with all present voting yes in a roll call vote.
 - E. Committee Reports
 1. Lake San Cristobal Water Activity Enterprise (Woods)

2. Historic Preservation Committee (Fox)
 3. Chamber of Commerce (Kendall)
 4. Marketing Committee (Bruce)
 5. DIRT (Hamel)
 6. High Alpine Region Team (Woods)
 7. Region 10 (Roberts/Hamel)
 8. Planning and Zoning (Pierce)
 9. Town Manager/Treasurer Report (Mulhall)
 10. Legal Update
 11. Mayor/Trustee Report
- F. Correspondence Received – NONE
- G. Citizen Communications – NONE
- H. Additions to the Agenda – NONE
- I. Action Items
1. Discussion and Possible Action of Proclamation to Declare the Month of May as Historic Preservation Month. Motion made by Trustee Woods, seconded by Trustee Horn. Motion passed with all present voting yes in a roll call vote.
 2. Discussion and Possible Action to Hear Appeal of Historic Preservation Commission’s Conditions to COA 2023-08 at 625 N. Bluff Street. Motion made by Trustee Heaton, seconded by Trustee Bruce. Motion passed 4 to 1 in a roll call vote. Trustees Hamel and Woods were recused from voting.

Regular Meeting Adjournment – 8:20pm

Mayor

ATTEST

Town Clerk

Town of Lake City
Bills Payable
5/3/2023

Vendor Name	Description	Invoice Amount	GL
1 Alexander Mulhall	TA - CCCMA Conference Meal	\$30.00	GF
2 Ben Hake	PR - Trail Mix Gravel	\$129.80	GF
3 Ben Hake	PR - Trail Mix Gravel Mileage	\$72.05	GF
4 Ben Hake	PR - Mileage for Trail Gravel & Park Supplies	\$205.67	GF
5 Blue Spruce Building Materials, Inc	TA - Employee House Maintenance Supplies	\$13.98	GF
6 Blue Spruce Building Materials, Inc	PR - Misc. Supplies	\$636.49	GF
7 Blue Spruce Building Materials, Inc	PR - Cleaning Supplies	\$35.97	GF
8 Blue Spruce Building Materials, Inc	PR - Nuts & Bolts	\$9.61	GF
9 Blue Spruce Building Materials, Inc	PR - Hose Repair	\$40.91	GF
10 Blue Spruce Building Materials, Inc	PR - Paint Supplies	\$75.92	GF
11 Blue Spruce Building Materials, Inc	PR - Paint Supplies	\$10.86	GF
12 Blue Spruce Building Materials, Inc	PW - Misc. Supplies	\$405.18	WS
13 Card Member Service	TA - Meeting Room Hardware	\$6.69	GF
14 Card Member Service	TA - CML Conference Hotel Room Pre-Authorizations	\$859.14	GF
15 Card Member Service	TA - Desk	\$616.92	GF
16 Card Member Service	TA - Stamps	\$63.00	GF
17 Card Member Service	TA - AirDNA Market Data	\$115.16	GF
18 Card Member Service	TA - Google Cloud & GSuite	\$133.75	GF
19 Card Member Service	TA - BillFlash	\$460.87	GF
20 Card Member Service	TA - CDW MS Office 365	\$8.30	GF
21 Card Member Service	TA - Zoom Cloud Recording	\$40.00	GF
22 Card Member Service	TA - CPM Course Registration	\$500.00	GF
23 Card Member Service	March Credit Card Misc. Fees	\$211.64	GF
24 Card Member Service	PR - Red Trail Mix Gravel	\$103.85	GF
25 Card Member Service	PR - Bathroom Stall Dividers	\$37.99	GF
26 Card Member Service	PR - BCI Burke Wrenches	\$79.56	GF
27 Card Member Service	PW - Signs	\$7,748.27	WS
28 Card Member Service	PR - Town Suburban Gas	\$106.81	GF
29 Card Member Service	PR - Sirius Ski Hill Music	\$24.87	GF
30 Card Member Service	PR - Garmin	\$34.95	GF
31 Card Member Service	PW - Shipping	\$41.52	WS
32 Card Member Service	PW - Misc. Electronics & Box Fan	\$110.15	WS
33 Card Member Service	PW - Colorado State Flag	\$82.99	WS
34 Card Member Service	PW - Jetting Machine Pickup Gas	\$194.10	WS
35 Card Member Service	PW - Microsoft 365	\$6.99	WS
36 CommWest	TA - Town Hall Phone System	\$84.00	GF
37 DARS Cleaning Supplies	PR - Cleaning Supplies	\$394.50	GF
38 Grand Junction Pipe & Supply	PW - Mud Plugs	\$164.40	WS
39 Hinsdale County	2023 Share of Law Enforcement Dispatch Fees	\$7,500.00	GF
40 Hinsdale County	PW - Diesel & Unleaded Fuel	\$713.54	WS
41 Home Depot Credit Services	Employee House Bathroom Faucet & Hardware	\$78.61	GF
42 Home Depot Credit Services	Employee House Bathroom Faucet & Hardware	\$78.61	WS
43 Michelle Pierce	TA - Consulting Services	\$525.00	GF
44 Mike Young	PR - Sign	\$25.00	GF
45 Monty's Auto Parts	PW - Town Suburban Parts	\$151.23	WS
46 UNCC	PW - RTL Transmissions	\$24.51	WS
47 Valley Pump Company Inc	PW - Ball Field Well Pump Installation	\$656.93	WS
48 Valley Pump Company Inc	PW - Bluff Street Backup Well Pump & Motor	\$18,000.00	WS
49 Valley Pump Company Inc	PW - Bluff Street Backup Well Pump & Motor	\$5,000.00	WS
50 Valley Pump Company Inc	PW - Bluff Street Backup Well Pump & Motor	\$3,389.80	WS

Total Bills Payable May 3,2023: \$50,040.09

MAYOR

ATTEST:

TOWN CLERK

Monthly Report

April 2023

Lake City Parks and Recreation

Ski Hill –

Kristie B. informed me from England that we received a \$640,000 byway grant for bathrooms. This will cover one for the ice wall and one for the ski hill.

Bennett Levine put the disc golf baskets back in place at the hill after the snow melted. Willy is working on separate 18 tee pads so there will be an alternate course available.

Danny will be attending the Rocky Mountain Lift Conference in Grand Junction the first week of May.

Armory –

Our community service hour person finished painting all the walls in the upstairs apartment. The sprinkler installer is currently working on a design for the system. We finally received the tub/shower unit from Home Depot. As soon as the sprinkler installer gives us a final bill, we'll know how much more we can spend on the apartment.

I assembled the three new skate park features that were bought for the concrete pad behind the armory. We are still trying to figure out what to do for a court coating. The lowest price I got was \$25,000. We're investigating do it yourself methods.

Ice Rink –

Nothing to report

Ice Wall –

Certain areas of the ice wall will probably be climbable into June. We don't do an official closing date. I haven't seen anyone climbing since the beginning of April. The river is broken up at all three walls. Pumphouse Park is still accessible from the top. We are still working on tearing down the operation, moving picnic tables, tents, etc. We bought trail mix gravel to make tent pads at Beergarden and Pumphouse Park.

Trees –

I started trimming trees around Town and will continue as I have time. I will purchase at least two Arbor Day trees and most likely plant them between the pavilion in Town Park and the playground area.

Parks –

A few residents asked about the possibility of a fenced in dog park at either Memorial Park or Pumphouse Park. We think that the Pumphouse Park is a better location. We need two separate fenced in areas, one for little dogs and one for big dogs. I went ahead and applied for a COA from the Historic District for the fence for the small dog park. I'm asking for a three board fence with wire attached to the back, 4' tall.

I'd also like to do the same type of fence along Bluff St. next to the new concrete pad. This would be mostly to keep balls in the court area.

Bjorn and I installed concrete pavers in the northeast corner of the Town Park where the Kiosk used to be. We needed a spot to store the water slide inflatable during the summer.

Public Works Report

April, 2023

For the month of April, the Town of Lake City produced 11,379,900 gallons of safe drinking water and the Wastewater Treatment Plant processed 1,133,576 gallons of wastewater. For the same period last year the Town produced 11,129,200 gallons of water and processed 1,827,127 gallons of wastewater.

Water: With an early season Public Works has been extremely busy this April. We have had a new tap installed in April and many calls about new construction that will be hooked on to the system. It is looking like it will be a very busy summer. We have been working of the backflow program for 2022 and had to have a few costumers that need to get their annual testing done before they can operate this summer. We have been busy dealing with leaking meters and service line issues. We also completed the read and high water usage list. We found many issues but dealt with them quickly. The major water project this month was the Ballfield well. We assisted in the repair, cutting the cost of the installation significantly. There are still a few issues with controls but other than that, the pump working great and we are happy to have the well back online.

Wastewater: With construction season underway we had a new sewer tap installed. This took some work because the main was not documented but we worked to rediscover the main and set it up for jetting. We are working to gather materials needed to raise the manholes along the highway. We need warmer temperatures at night to ensure the grout cures properly. Once this is done we will start jetting our mains in May.

Streets and Alleys: We have been clearing trees, hauling dirt and building the road at the WWTP. We received the new sign order at will start to work on replacing signs in May. We have also been working on potholes when we can. We are working on scheduling dust control and grading for late May or early June. We have been kept busy with many locates being called in.

Other:

We also assisted Parks and Rec with some projects and clean up as well. The major item was meeting with Region 10 on the 21st. We disused the many needs for the Town and grants available to assist us.

Respectfully Submitted,
Jameson Johnston
Public Works Director

Town Clerk Report

April 2023

Board of Trustees Meetings

- I am comfortable with the BOT meeting process and my role during the meetings.

Region 10 Infrastructure Needs Meetings

- The town hosted a Region 10 Infrastructure Needs meeting on April 21st 2023 to discuss pipelines for grant money and the town's pressing needs.

Records Management/Bookkeeping/Human Resource Duties

- I have been able to scan and backup a good amount of documentation to the Caselle Document Manager cloud. There is still a lot to go but it feels good to be making a dent in it before the busy season arrives.
- Kate Hopson trained me on managing the website and I am now keeping all documentation, noticing and contact information current on a daily basis.
- We have processed and collected fees on 35 short-term rentals applications so far in 2023.
- We have processed and collected fees on 48 business license applications so far in 2023.
- I processed my first liquor license transfer application with the "Packer's Saloon and Cannibal Grill" changing ownership.
- I processed my first water meter read and worked closely with Jameson and the Public Works crew to reconcile and verify the high consumption and shutoff reports. I then worked with Lex to process the billing and verify its accuracy.
- I am comfortable with processing payroll and bills payable.

Training

- I completed my CIRSA "Sexual Harassment in the Workplace" and "Violence in the Workplace" online trainings.

Upcoming Conferences

- I plan on registering for the 2023 Colorado Municipal Clerks Institute which takes place from July 10th through the 14th.



BUILDING DEPARTMENT
Gabe McNeese
311 N. Henson St., Lake City, CO, 81235.
Phone: 970-901-9570, email gabem@hinsdalecountycolorado.us

Town of Lake City Monthly Report

April 2023

April brought 5 new permits, 1 for the county and 4 for the town, the building department is busy with inspections and getting ready for the summer season. Jaden and I worked on painting and repairing the commissioner's room. Overall, I am happy with how it turned out, the new table is a nice addition, and with the new lights Greg Levine installed, it's given the room a fresh feel.

I am in the process with the help of Don Menzies and Solar Bear electric, on removing the old Generator and installing the new/used generator for the admin/sheriff's building. My goal is to have the generator up and running by mid-May of 2023. This will be a much-needed update to our emergency readiness program all of us have been working on.

Building around town is beginning to pick up, The Wrangler restaurant is making strides getting both electrical and plumbing rough in inspections. The museum saw some new roofs on some outbuildings, as well Town Square Cabins getting Hunts Bros pizza hood vent/oven combo up and running, Pizza should be ready to sell in the coming weeks.

I have not found a contractor yet to paint the County Courthouse but have some leads and will keep you posted on any news I receive in the in the coming months. Jaden and I will finish the exterior and the interior of Lynn's office, I do not know if you were aware, but we removed Lynn's Door several months ago and replaced it with a window. Rumor has it Lynn's office is less breezy.

Veterans Park is beginning to show signs of green grass, I should have the sprinklers set up in the next few days, spring seemed to linger, not wanting to let go of winter this year. I began watering the first week of April last year, so a full month behind from a year ago, we will see what our summer will hold for us.

If you have any questions, comments, or concerns, please feel free to contact me anytime.

Sincerely,

Gabe McNeese.

Sheriff's Report

April '23

BOCC/ BOTT

4/3: Sheriff Kambish took a report of fraud. The victim reported a phone had been purchased using their name by an unknown person. Sheriff Kambish called the number listed for the unauthorized phone and it had been disconnected.

4/5: Sheriff Kambish responded to the gas station at 231 Gunnison Av. For a driver that had pumped gas and left without paying. Kambish was quickly able to find the driver who agreed to return and pay. It was an honest mistake.

4/9: Undersheriff Kaminski and a reserve deputy responded to an assault call in the Cathedral area on county road 50. After arrival it was discovered a male and female had been verbally arguing, prompting the female to call 911. The male party was arrested on charges of false imprisonment/ domestic violence and transported to the Gunnison County Jail.

4/9: Sheriff Kambish responded to a 911 open line in the 1200 block of Hwy 149. Upon arrival Kambish spoke to residents and found everything to be in order. The open line was coming from a phone located in the business side of the property, which was unoccupied at the time of the call.

4/13: Deputies Pantleo and Starnes responded to a 911 call reporting an unconscious and unresponsive person. Immediately upon arrival, Pantleo and Starnes began life saving measures including CPR. The patient was transported to GVH by Hinsdale EMS.

4/17: Deputy Pantleo was called to testify in a case that involved the execution of a search warrant in Del Norte. Connected with a case occurring here in January, Pantleo executed a search warrant, with the assistance of other LE agencies. During that search, local LE made an arrest of a person in the residence that was being searched. Pantleo testified to his actions on the day surrounding the arrest.

4/20: Deputy Starnes took a report of sexual exploitation of a child. This case is still under investigation.

4/21: Deputy Starnes completed his required field training program. Starnes displayed excellent skills and competency in all areas required for duty.

4/27: Deputies Pantleo and Starnes were given life saver awards for their actions on 4/13. Both deputies were given a framed certificate and Life Saver lapel pins to display on their uniforms. The Sheriff's Office hosted friends, family, and office personnel past and current to attend the ceremony. We are extremely proud of the actions performed by our deputies.

4/28: Sheriff Kambish, Undersheriff Kaminski, and many other Lake City residents, attended graduation ceremony for Sarah Poet. Poet completed the POST academy at the Technical College of the Rockies in Delta, Colorado. Poet will begin her field training with the Sheriff's Office in May.

4/30: Undersheriff Kaminski responded to a 911 call reporting an unresponsive male. EMS responded to the address and attempted life saving measures, that were unsuccessful. Preliminarily, it has been ruled a death by natural causes.

Traffic citations:

Failed to present proof of insurance: 1

Drove motor vehicle w/ out valid DL: 1

Defective vehicle: 1

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 02/2021

INCIDENT AGENCY (name, address, phone number) <u>Colorado Division of Fire Prevention and Control</u> 690 Kipling Street, STE 2000 Lakewood, CO 80215 303-239-4600	Page 1 of 3 AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER:
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EFFECTIVE DATES a. beginning: 01/01/2023	b. ending: 12/31/2023
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OWNER (name, address, phone number-include day/night/cell) POINT OF CONTACT (if applicable): EMAIL: PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or DUNS: REGISTERED IN SAM.GOV: <input type="checkbox"/> Yes or <input type="checkbox"/> No, Vendor Code Information Worksheet attached EIN/SSN (only if not in SAM): County: _____ State: _____ Township: _____ Range: _____ Section:	INCIDENT NAME: <u>Lake City training</u> INCIDENT NUMBER: <u>NA</u> RESOURCE ORDER NUMBER: <u>S- NA</u> MODIFICATION No/DATE: <u>#1 3/28/2023</u> MODIFICATION State Gov. Rep. Initials: _____
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TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):

SMALL BUSINESS
 LARGE BUSINESS
 SMALL DISADVANTAGED OWNED
 WOMEN OWNED
 HUBZONE
 SERVICE DISABLED VETERAN
 PUBLIC ENTITY
 GOVERNMENT
 OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land for use as: Area to be used for helicopter takeoff and landings in the event for planned training exercises.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

The land to be used for Helicopter Operations is open ground owned and operated by local government of Lake City Colorado. The primary location includes but not limited to is the city park located at 38° 1.500'N X 107° 18.960'W. No facilities are needed. Parking for approximately 10 vehicles and access to drive directly to the landing area would be required.

RATE: For each day that the land/facilities are used, the State will pay the rate of X or as indicated below. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ X , regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$ X . Payment shall be in accordance with the Incident/Agency payment procedures.

Rate breakout: These training events will not incur any charges. No services will be need or supplied

UTILITIES AND SERVICES:

The above rate includes utility charges for the following: Fuel ELECTRICITY WATER TOILET SUPPLIES JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges.

RESTORATION: No restoration shall be required for normal wear and tear. Restoration may be required in the event of substantial damage requiring grading or re-sodding of the park. Such restoration shall be at the discretion of the Town and only if necessary.

ALTERATIONS: Landing area will be cleared of any debris for safe helicopter operations. Other manmade objects that could be damaged will be moved/secured and will be returned to their original placement upon completion of the training.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: _____.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMINIFCATION: The Colorado Department of Public Safety (CDPS) , Division of Fire Prevention and Control (DFPC) is self-insured and does not have the authority to indemnify and hold harmless the (land owner), from any and all claims, liabilities, losses, damages, charges, etc. The (land owner) does not have the authority to indemnify and hold harmless the CDPS/DFPC from any and all claims, liabilities, losses, damages, charges etc. The (land owner) will be responsible for errors, omissions and negligence of its employees. The State will be responsible for errors, omissions and negligence of its employees to the extent provided by State Statutes.

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features, which help describe the area.

Loss, Damage or Destruction: The State will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, if no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	PROCUREMENT OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER:		PHONE NUMBER:	
EMAIL:		EMAIL:	

Attachment 2

The Colorado Division of Fire Prevention and Control (DFPC) is seeking to conduct Helicopter operations training on the Town of Lake City lands. This request is considered on a “casual use” basis, similar as defined in 43 CFR 2801.5 (b). Casual use means activities ordinarily resulting in no or negligible disturbance of the public lands, resources, or improvements.

We, the DFPC, have determined that to meet the criteria of casual use, the following guidelines must be followed to ensure that the casual use criteria are always satisfied during the activities on public lands:

- 1)** At the start of each training year DFPC will coordinate with a designated employee with the Town of Lake City to ensure a current Project Aviation Safety Plan is prepared and on file.
- 2)** DFPC will notify Montrose Interagency Dispatch the day of operations to coordinate activities and determine if other aviation operations are being conducted in the area.
- 3)** DFPC will give notice of any shut down, emergency landing or accident occurring on public lands as soon as possible and not exceeding 24 hours following the event. This notice designated employee with the Town of Lake City. Written record of the incident will be provided within three working days.
- 4)** Casual use of helicopter training sites may occur between 09:00 and 16:00.
- 5)** During all training periods, surface operations will be limited to landing and takeoff, and will not involve any ground training or alteration of the terrain or surrounding vegetation.
- 6)** DFPC will ensure that the pilots do not to use helicopter training sites while people are in the area.
- 7)** DFPC will ensure that pilots do not use helicopter training sites when wildlife (particularly big game such as, elk, deer, pronghorn, and bighorn sheep) or livestock are present. Presence of wildlife and livestock is defined as visual observation within 2,500 feet of the training site.
- 8)** The use of chaff, flares, or any type of pyrotechnics are prohibited.
- 9)** The Town of Lake City will notify DFPC when there is implementation restrictions or other land closures. All activity and use of the helicopter training sites within the boundaries of the restricted area will cease immediately until these restrictions are rescinded.
- 10)** Pilots will be aware and avoid any temporary flight restrictions (TFRs) or other areas where there is smoke, fire, or other activities associated with fire management unless otherwise requested to respond. If a pilot identifies a wildfire, they are to report it immediately to the Montrose Interagency Dispatch Center at 970-249-1010 or via radio communication.
- 11)** DFPC will coordinate with the Town of Lake City prior to any media release concerning use on city-managed lands.
- 12)** Any cost, loss, or damage associated with use of public managed lands by DFPC will be the full responsibility of DFPC. Any necessary clean-up will be coordinated with the Town of Lake City and will meet or exceed given standards.

13) Adjustments to the criteria, guidelines, or conditions may be imposed, should the city determine that activities associated with DFPC's helicopter operations are creating conflicts with other public use or impacting resources beyond those anticipated under casual use of the public land. These adjustments may include, but are not limited to, additional restrictions or suspension of the training site use. DFPC will immediately comply with the written notice from Town of Lake City. This letter will serve as evidence that DFPC has coordinated with the Town of Lake City for the use of the identified public lands under the guidelines noted above. No right-of-way grant, temporary use permit, or other form of authorization is required for casual use of public land. Bear in mind, that casual use establishes no rights in the public land and use by DFPC is considered on a case-by-case basis. This casual use recognition is temporary and pertains only the training period starting March 30, 2023 and ending on December 31, 2023. If continued training will be needed after this time-frame, additional coordination will be needed to determine if all the original parameters and the casual use of public lands conditions still apply. In addition, any changes to the status of the identified land, desired training locations, operating procedures or adjustments to the guidelines needed by either the Town of Lake City or DFPC of the training will necessitate an evaluation of the casual use of public lands circumstances.

PACKER SALOON & CANNIBAL GREN
ALPINE SUN, LLC TO CREEKSIDE CONCEPTS, LLC

Document Checklist Transfer of Ownership

Town of Lake City

Jonathan Broadway
Town Clerk

970.944.2333 / townclerk@townoflakecity.co

- Each item listed below are required for a complete application.
- Please be sure entire application and supporting documentation is single sided.

- Colorado Liquor Retail Liquor License application (DR8404).
- Wholesaler Affidavit of Compliance
- Transfer Affidavit
- Deed (or) Lease. The lease must match the applicant's name on the DR8404, question #2.
- Floor diagram of premises (8½" x 11" only).
 - Must be an exact representation of the licensed premise.
 - Include length and width of exterior walls only.
 - Include bars, walls, partitions, entrances/exits, storage.
 - North orientation.
 - Separate diagram for each floor (if multiple levels).
 - Need not be to scale.
 - Exterior areas must show type of fencing, walls, etc.
- Purchase agreement, stock transfer agreement, loan documentation, promissory notes, etc.
- Individual History Record (DR 8404-I).
- Authorization and Consent form.

1

~~ASK ABOUT CERTIFICATES OF TITLE FOR SALE~~

~~ASK ABOUT ARTICLES OF INCORPORATION~~

DATE OF LOCAL AUTHORITY HEARING

~~GENERAL RETAIL LIQUOR LICENSE~~



Electronic Fingerprinting: You can use either site listed below:

- www.coloradofingerprinting.com, set up an account to schedule an appointment to get fingerprinted using **6178LLQH** as the CBI unique ID.
- www.uenroll.identogo.com, enter code **25YQ6K** on the first screen, then click on schedule or manage appointment and follow the instructions. The unique CBI code for this business is **CONCJ6178**.

Corporate/Ownership Documents

S-Corporations:

- Certificate of Good Standing dated within last two years.
- Articles of Organization.

OR

Partnership Documents:

- Attach partnership agreement (except for husband-wife partnerships).
- Attach Certificate of co-partnership (if applicable).

OR

Limited Liability Company Documents:

- Attach Certificate of Good Standing dated within last two years.
- Attach articles of organization (acknowledged by Secretary of State).
- Attach copy of operating agreement (required if OTHER than sole member LLC or husband and wife LLC)

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [SBG Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
 FEIN Number
 Creekside Concepts LLC
 [REDACTED]

2a. Trade Name of Establishment (DBA)
 State Sales Tax Number
 Business Telephone
 Packer Saloon + Cannibal Grill (Alpine Sun LLC)
 95581993-0000
 970 944 4144

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 310 N Silver Street

City
 County
 State
 ZIP Code
 Lake City
 Hinsdale
 CO
 81235

4. Mailing Address (Number and Street)
 City or Town
 State
 ZIP Code
 PO Box [REDACTED]
 Lake City
 CO
 81235

5. Email Address
 creeksideconceptsllc@outlook.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) <u>Alpine Sun LLC</u>	Present State License Number <u>103-03-231</u>	Present Class of License <u>Tavern City</u>	Present Expiration Date <u>9-16-23</u>
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Section A <u>Alpine Sun LLC</u> Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input type="checkbox"/> Application Fee for New License \$1,100.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00 <input checked="" type="checkbox"/> Application Fee for Transfer \$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input type="checkbox"/> Manager Registration - H & R \$30.00 <input type="checkbox"/> Manager Registration - Tavern \$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$30.00 <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input checked="" type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00
Section B Liquor License Fees* <input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$438.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$800.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$800.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50	

* Note that the Division will not accept cash

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Name	Type of License	Account Number
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7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes No

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

a. Been denied an alcohol beverage license?

b. Had an alcohol beverage license suspended or revoked?

c. Had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.

10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

or

Waiver by local ordinance?

Other: _____

11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?

b. Are you a Colorado resident?

14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.

15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?

Ownership Lease Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

Landlord	Tenant	Expires
----------	--------	---------

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name Votruba	First Name Joshua	Date of Birth [REDACTED]	FEIN or SSN [REDACTED]	Interest/Percentage 50%
Last Name Votruba	First Name Amber	Date of Birth [REDACTED]	FEIN or SSN [REDACTED]	Interest/Percentage 50%

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

Has a local ordinance or resolution authorizing optional premises been adopted? _____

Number of additional Optional Premise areas requested. (See license fee chart) _____

18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Name	Type of License	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? Yes No
 If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? Yes No
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? Yes No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes No

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education? Yes No
 b. Is the applicant a person who contracts with the institution of higher education to provide food services? Yes No
 If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
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26. Tax Information. Yes No
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No
 b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Joshua Votruba	312 N Silver St Lake City CO	[REDACTED]	owner	50
Amber Votruba	312 N Silver St Lake City CO	[REDACTED]	owner	50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
------	-----------------	----------------

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Amber Votruba Owner	Date 4-13-2023
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 04.13.2023	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes No

Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for TOWN OF LAKE CITY	Telephone Number 970-944-2333	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Print JONATHAN BROADWAY	Title TOWN CLERK
Signature	Print	Date 04.14.2023
Signature	Print	Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Joshua Votaw am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Creekside Concepts LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Creekside Concepts LLC</u>		Social Security Number/Tax Identification Number 	
Address <u>PO Box 670</u>			
City <u>Lake City</u>		State <u>CO</u>	Zip <u>81230</u>
Home Phone Number 		Business/Work Phone Number <u>970 944 4144</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Josh Votaw</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>4/13/23</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act. 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Creekside Concepts LLC	Home Phone Number [REDACTED]	Cellular Number
2. Your Full Name (last, first, middle) Votawba Joshua Nathan	3. List any other names you have used	
4. Mailing address (if different from residence) [REDACTED] Lake City CO 81235	Email Address [REDACTED]@cutlook.com	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current [REDACTED]	Newark TX 76071	10-1-22	present
Previous [REDACTED]	Fort Worth TX 76177	1-1-19	10-1-22

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
MSC	75 Matess McWille NY 11747	KASC	3-1-21	present
Levy Restaurants	980 N Michigan Ave Chicago IL 60601	FE B	3-1-11	3-1-19

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth Austin Texas d. U.S. Citizen Yes No

e. If Naturalized, state where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height 6'2" m. Weight 205 n. Hair Color Brown o. Eye Color Blue p. Gender m q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # [redacted] State TX

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 1.296 million

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 645,000

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash	checking	Bannison Bank & Trust	150,000

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Seller Finance	925 Ocean Wave Drive	20 yrs	Title	1,140,000

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature [Signature] Print Signature beck vistruba Title Partner Date 3/15/20

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Creekside Concepts LLC	Home Phone Number [REDACTED]	Cellular Number
2. Your Full Name (last, first, middle) Votruba Amber Glana	3. List any other names you have used Byrd Mauch	
4. Mailing address (if different from residence) [REDACTED] Lake City CO 81235	Email Address [REDACTED]@outlaw.com	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Street and Number	City, State, Zip	From	To
Current [REDACTED]	Newark TX 76071	10-1-22	present
Previous [REDACTED]	Fort Worth TX 76177	1-1-19	10/22

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Belk	9488 Sarge Meadow Trail Fort Worth TX 76177	merchandiser	2018	present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth Gillette Wyoming d. U.S. Citizen Yes No

e. If Naturalized, state where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height 4'9" m. Weight 115 n. Hair Color Brown o. Eye Color Brown p. Gender F q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # [redacted] State WY

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 1.290 million

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 645,000

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
cash	checking	Gunnison Bank Trust	150,000

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

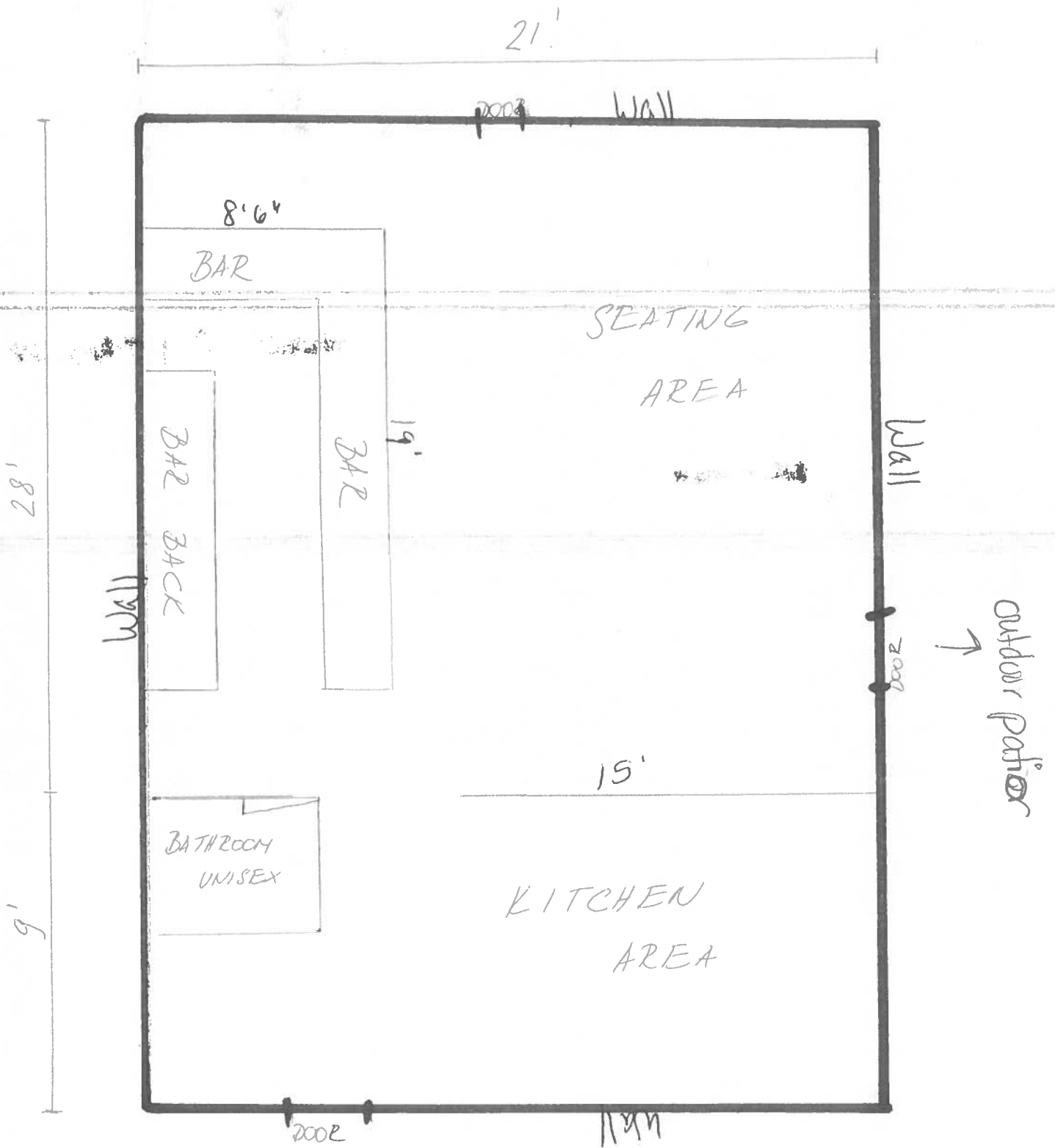
e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Seller Finance	925 ocean wave	20 yrs	Title	1,140,000

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature [Signature] Print Signature Amber Watkins Title owner Date 3/15/2023

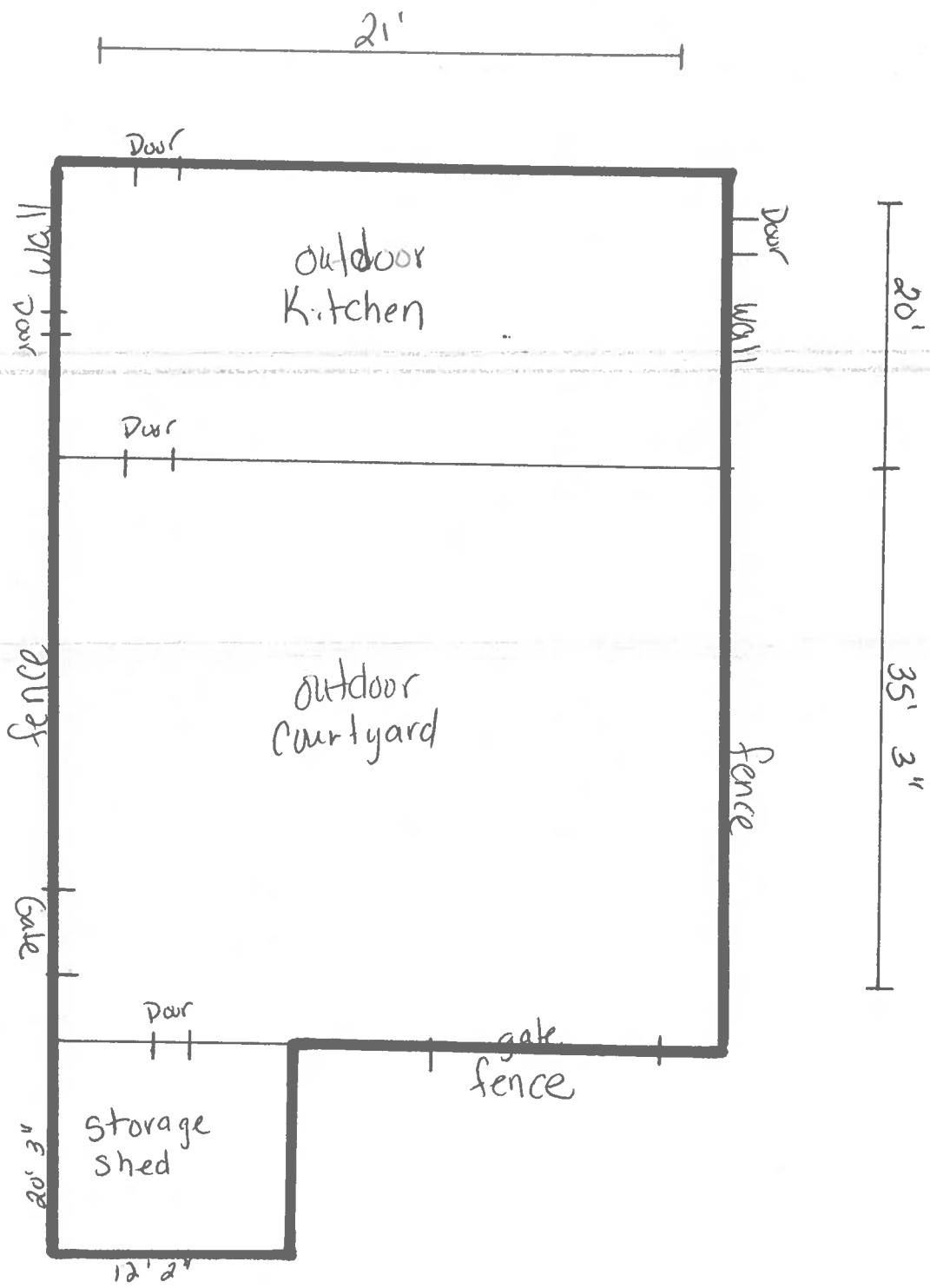


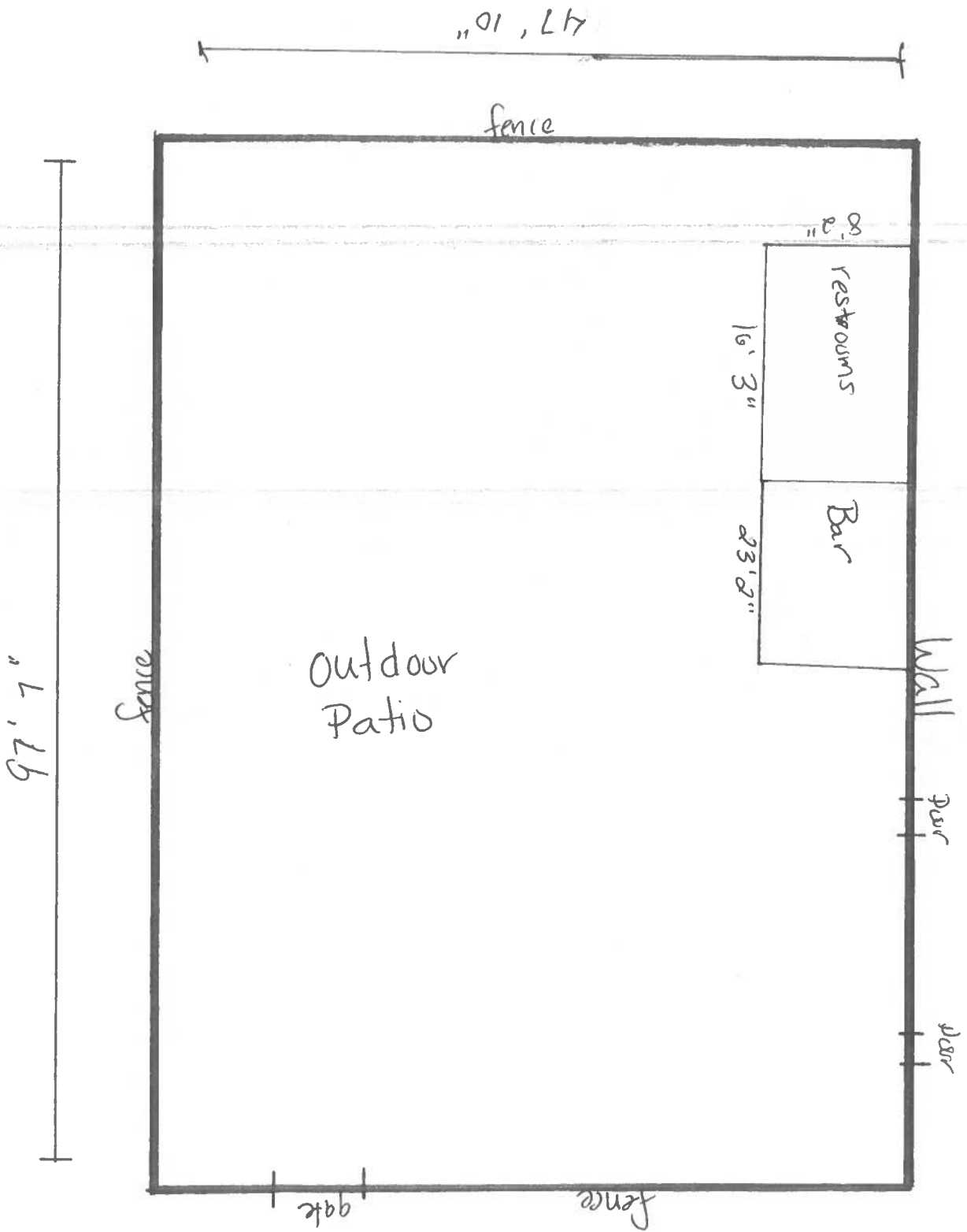
↓
Outdoor patio

↓
Outdoor kitchen

PACKER SALOON

310 N. SILVER STREET
LAKE CITY, CO





GENERAL WARRANTY DEED

ALPINE SUN, LLC, for good and valuable consideration of \$1,290,000.00, in hand paid, hereby sells and conveys to CREEKSIDE CONCEPTS LLC, a Colorado limited liability company, whose address is PO Box 670, Lake City, CO 81235, the following real property:

Westerly 100 ft. of Lot 21 and all of Lots 22, 23 and 24, Block 55, TOWN OF LAKE CITY, according to the official plat thereof on file and of record in the office of the Hinsdale County Clerk and Recorder,
County of Hinsdale, State of Colorado,

with all appurtenances, and warrants the title to the same, subject to statutory exceptions.

Signed this 12th day of April, 2023.

ALPINE SUN, LLC

By: *Zuzana Palencarova*
Zuzana Palencarova, Managing Member

By: *Dominika Plencnerova*
Dominika Plencnerova, Managing Member

STATE OF Colorado)
COUNTY OF Hinsdale) ss.

The foregoing instrument was acknowledged before me this 12th day of April, 2023, by Zuzana Palencarova and Dominika Plencnerova, as Managing Members of Alpine Sun, LLC. Witness my hand and official seal. My commission expires: 8-14-2025.

Alena Haskell
Notary Public

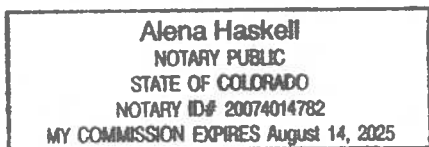


Exhibit A

Item	Amount
BEER COOLER (bottles)	2
BAR FRIDGE undercounter	2
ICE TEA MAKER	1
Water electric kettle	1
CONVECTION OVEN (1 double door, 1 single door)	2
PROPANE OVEN (double door)	1
Wine cooler (inside, single door)	1
Wine cooler (outside, double door)	1
DISHWASHER	3
Draft Beer SYSTEM outside	2
Draft Beer SYSTEM inside	2
Freezer (Chest and Stand)	6
Sliding door fridge (glass, 3 panel)	1
Freezer, True SS	1
Fridge double door, glass (coke)	1
Fridge single door, glass (pepsi)	1
Grid 2 Burner, 24" Gas	1
Grill 1, Event (flat top)	1
Grill 2, Event (flat top)	1
Grill 3, Event (backup)	1
Grill, Crown Verity SS Outdoor	1
Hot Plate, 4 burner 24" Gas	1
Flat Top, 2 burner 24" Gas	1
Ice Bin, Cold Plate	3
Ice Machine with Bin	1
Ice Machine with Bin, Manitowoc 345	1
Microwave, Sharp	2
Pos / Ipads	10
Router Nighthawk	1
Extenders Nighthawk	2
Data Server for POS	1
Walkie Talkies with chargers	14
Zmodo Cameras	10
Arlo Cameras	3
printers	8
cash registers	2
CC processing terminal	10
Refrigerator inside kitchen, double door, SS	1
Sandwich, Prep Table	2
Sandwich, Prep Table 48"	2
SS kitchen table	4
Outside Hood with Sprinkler System	2
Fryer Hood	1
Deep Fryer	1
TV, Vizio 37"	2
TV, Sanyo	1

TV 42" (cabin)	1
Mini fridge (cabin)	1
Microwave (cabin)	1
Stacked washer and dryer (cabin)	1
Apple router (cabin)	1
Washer (out kitchen)	1
Dryer (out kitchen)	1
BUNN Coffee maker	2
Sound System with speakers (inside bar)	1
Speakers, small amplifier (outside bar)	1
Triple sink	1
SS sink (inside kitchen, outside kitchen)	2
Hand sink	2
COKE bar gun system	2
Inside Hood w/sprinkler system and make up air	1
COKE Dispensing Machine (counter)	1
Variety of tools in tool shed	
Ladders	2
Dolly	1
Hot Tub	1
Barrel Sauna	1
10ft trailer	1
Plenty of tables and chairs	
Plenty of cookware, dishware and silverware	

INVENTORY

MERCH:

22 pcs keep calm green t shirts
26 pcs purple lake city t shirts
15 pcs red lake city t shirt
27 pcs blue packers t shirt
18 pcs grey packers t shirt
20 pcs red cannibal grill t shirts
29 pcs Black Colorado heart t shirts
32 pcs work staff t shirts green
16 pcs red cannibal grill hoodies
5 pcs zippers hoodies black
7 pcs I think I can t shirts
5 pcs White Packer's t shirts
2 pcs blue Packers t shirts
Koozies: half box

LIQUOR:

THESE ARE ONLY UNOPENED BOTTLES IN THE SHED, THERE ARE ALSO BOTTLES
IN THE BAR, WHICH I CAN SEND PICTURE OF OR IF YOU WANT ME TO, I CAN
MAKE AN INVENTORY OF THOSE AS WELL, LET ME KNOW

Famous grouse: 1
Glenfiddich 12y: 1
J&B: 1
Black Label Johny Walker: 1
Red Label Johny Walker: 3
Elijah Craig: 1

D.P. P

Jameson: 1

Jim Beam: 3

Knob Creek Rye: 1

Larceny: 2

~~Redemption Rye: 1~~

Wild Turkey Bourbon: 3

Wild turkey 81: 2

Wild turkey 101: 2

Seagram's: 2

Yukon Jack: 1

~~Tincup: 1~~

Jose Cuervo Gold: 12

Jägermeister: 1

Yukon Jack 100: 2

Goldschlager: 1

Bacardi Silver: 2

Stolichnaya raspberry: 1

Absolut Orient Apple: 2

Absolut Mango: 1

Absolut Apeach: 1

Disaronno: 4

Tanqueray: 2

Hendrick's gin: 2

Bombay gin: 2

Flor de Caña: 1

Black Heart: 1

Captain Morgan: 1

Montanya Platino: 2.5

Moonshine Blueberry: 1

D.P. 2

Taaka Vodka: 9
Barton superior rum: 11
TenHigh: 5
Barton gin: 12
Torado gold well tequila (full box): 12
Vodka Ultimat: 1

BEER:

There are few six packs leftover after summer in the beer fridge. They are usually expired by the time we reopen, so we do not sell them anymore. Would you like me to make a inventory of those as well?

WINE:

Woodbridge pinot noir :28
Woodbridge merlot: 12
Woodbridge cab:14
Woodbridge rose: 15
Barefoot cab:15
Barefoot merlot :8
Barefoot pinot noir:15
Barefoot pinot grigio:15
Tomero Malbec:8
Clos du Bois cab :7

SYRUPS and MIXERS:

Sweet and sour: 15
Lime juice: 16
Grenadine: 3

D.P.
E.P.

Triplesec: 2

SPICES:

Hidden valley ranch packets: 13

Assorted seasonings: 6

Box of Columbian 2.5 oz coffee: 1 and half case

Canned sauerkraut: 1 case

Ketchup: 3 big cans

Tomato paste: 2 big cans

Splenda: 1 case

Sweet n Low: 1 case

Relish packets: 1 case

Mustard packets: 1 case

Cleaning and dry shed:

Bleach: 3 gallons

Glass and mirror cleaner: 2 gallons

Plastic portion cups 3.25oz/3000incase: 1.5 case

Plastic lids 2400in case: 1 case

Paper soup cup 8oz : 1 case

Lids for 8oz soup cup:1 case

Paper cup soup 12oz: 0.5 case

Pizza box 14inch: 0.5 case

Foam cups 26oz :0.5 case

Plastic stirrers/cocktail straws 1000each/5.25": 7 boxes

Wrapped toothpicks: 1 box/1000

Unwrapped toothpicks: 2 boxes/1000each

Tork table napkins: 1case (6000)

D.P.
2.7.

Paper straws wrapped 8": 1case
Plastic food wrap: 2 rolls (2000ft)
Grill bricks: 10pcs
Can liners white: 1 case
Printer thermal tape: 35 rolls

Misc Food:

35 pound fry oil: 1.5 containers
Assorted chips: 3 cases
Hot sauce: 2 gallons
Tuna: 3 packages
Horseradish: 6 tubs
Minced garlic: 3
Tabasco: 1 case
Hershey choc. Syrup: 13
Strawberry Hershey syrup: 1
Merf's hot sauce: 13

FROZEN:

3 bags of fries
1 bag of baguettes
2 bags of ham
1 Case of Tilapia
Loaves of brown sliced bread: 6
11 bags of hoagie rolls
3 bags of buns
2 bags of shredded mozzarella cheese
7 packages sliced assorted cheese

J.P.
7-9-

EXCLUSION LIST

1. **ANTLERS ON HORSESTALLS** – they were given to previous owners and were on their exclusion list with us as well. CAN BE USED AND STAY without a problem but needs to be on the list.
2. **BRETT FAVRE JERSEY** – Given to us to use personally, CAN BE USED AND STAY, but needs to be on the list if the person asks for it back
3. **BRANCOS SIGNATURES DISPLAY** – Given to us personally by father of one of our employee, CAN BE USED AND STAY
4. **SOME TOOLS** –
 - a. Some of the tools on property which belongs to Charlie: Table saw, Heat gun.
 - b. **PERSONAL TOOLS AND TOOLS FOR MANAGEMENT OF OTHER OUR PROPERTIES:**
 1. Drills, tape measure, saws all, hand saw, circular saw, bits, wrenches, screwdrivers, grinder, chainsaw, long ladder, a stand ladder, shovel, pickaxe, wheelbarrow, stud finder, air compressor, etc. and more personal tools.

BASIC TOOLS FOR BASIC PROPERTY MANAGEMENT of Packers WILL STAY (I have probably double or triple of everything) like drills, hammer, wrenches, screwdrivers, bits, ladder, hand saw, circular saw, tape measure, extension cords etc. plus specific tools if needed can be provided to you anytime.

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the: Licensee Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 14TH day of APRIL, 2023.

Seller:

Alpine Sun LLC

83-03231

#03-03231

Licensee & License Number

Packer Saloon & Cannibal Grill

Trade name

Zuzana

Signature

owner, manager

Position

ZUZANA PALENCAKOVA

Print Name

Buyer:

Creekside Concepts LLC

Applicant

Packer Saloon & Cannibal Grill

Trade name

[Signature]

Signature

owner

Position

Amber Votruba

Print Name

ON 8/24/2016
 04:45:00 EST
 User: James Johnson
 0001 204 1200

Wholesaler Affidavit of Compliance
 Section 12-47-303(1)(d), C.R.S.

Wholesaler License No. 12-47-303(1)(d), C.R.S. Beverage Distributors Company LLC 3140 Central Park Blvd Denver, CO 80238		License Number 40-04762-001-0004
Physical Address 3140 Central Park Blvd Denver, CO 80238	City Denver	State CO
Zip Code 80238	Telephone Number 303.771.1421	Fax Number 303.771.1421
Wholesaler Name Beverage Distributors Company LLC 3140 Central Park Blvd Denver, CO 80238	Wholesaler Address 3140 Central Park Blvd Denver, CO 80238	Wholesaler Phone 303.771.1421
Retailer Name Alpine Sun LLC 30 N Silver Street Lake City, CO 81295	Retailer Address 30 N Silver Street Lake City, CO 81295	Retailer Phone 970.944.4144
The above wholesaler affirms that all alcoholic beverages delivered to this above retailer are paid in full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) <input type="checkbox"/> Not Paid in Full	Retailer License No. 09-05031	Retailer License Expiration Date 08/31/2016
Wholesaler Signature James Johnson	Wholesaler Title Beverage Distributors Company LLC	Date 8/24/16

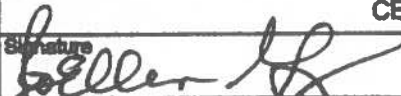
Wholesaler Affidavit of Compliance Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) High Country Beverage Corp			License Number 23687180001	
Trade Name of Establishment/Doing Business As (DBA) High Country Beverage Corp			Phone Number 970-622-8444	
Physical Address 4200 Ronald Reagan Blvd.		City Johnstown	State CO	ZIP 80534
Email Address www.highcountrybeverage.com				
Transferor Retailer Licensee Name Packer Saloon And Cannibal Grill			License Number 03-03231	
Trade Name of Establishment/Doing Business As (DBA) Alpine Sun LLC			Phone Number 970-944-4744	
Physical Address 310 N Silver Street		City Lake City	State CO	ZIP 81235
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>				
Wholesaler: High Country Beverage Corp				
Signature <i>Trisha Chapel</i>	Print Trisha Chapel	Title Accounts Receivable Lead	Date 3/16/23	

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

C/N: 443680

Wholesaler Licensee Name (If an LLC, partnership, corporation or name of corporation) CENTRAL DISTRIBUTING COMPANY		License Number 04-34880-0002/0008	
Trade Name of Establishment/Doing Business As (DBA) CENTRAL DISTRIBUTING COMPANY		Phone Number 970-243-0024	
Physical Address 3244 F 1/2 ROAD	City CLIFTON	State CO	ZIP 81520
Email Address zusanapalencarova7@gmail.com			
Transferor Retailer Licensee Name PACKER SALOON		License Number	
Trade Name of Establishment/Doing Business As (DBA) PACKER SALOON		Phone Number 970-901-1200	
Physical Address 310 Silver Street	City Lake City	State CO	ZIP 81235
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: CENTRAL DISTRIBUTING COMPANY (970) 243-0024			
Signature 	Print JoELLEN GRACEY	Title AR	Date 3/10/23

joellen@centraldistributing.ws

February 27, 2023

Re: Creekside Concepts LLC

To Whom It May Concern:

Based on the information provided to the organizer, LegalZoom.com, Inc. ("LegalZoom"), the members of Creekside Concepts LLC (the "Company"), are as follows:

Joshua Nathan Votruba

Amber Glenna Votruba

LegalZoom resigns as organizer for the Company effective upon the date of this letter.

Yours sincerely,
LegalZoom.com, Inc.



By: _____

Cheyenne Moseley
Authorized Representative

Agreed to on: 2/27/23

By: [Signature]

Name: Joshua Nathan Votruba
"Representative"

Agreed to on: 2 27 2023

By: 

Name: **Amber Glena Votruba**

"Representative"

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Creekside Concepts LLC

is a

Limited Liability Company

formed or registered on 02/26/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231224851 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/24/2023 that have been posted, and by documents delivered to this office electronically through 03/27/2023 @ 08:38:42 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/27/2023 @ 08:38:42 in accordance with applicable law. This certificate is assigned Confirmation Number 14818649 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Operating Agreement

Creekside Concepts LLC, a Colorado Limited Liability Company

THIS OPERATING AGREEMENT of Creekside Concepts LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Colorado limited liability company under the Colorado Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Colorado. The Members hereby adopt and approve the Articles of Organization of the Company filed with the Colorado Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Colorado Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Colorado Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS,
CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Colorado Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Colorado Limited Liability Company Act.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management.**

A. **Generally.** Subject to the terms of this Agreement and the Colorado Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Colorado Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) An amendment to the Articles of Organization;
- (iv) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (v) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) Minutes of any special or annual meetings ordered pursuant to Colorado law;
- (iv) A copy of the Articles of Organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (v) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Colorado Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Colorado Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Percentage Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Colorado Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Colorado Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Colorado Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Colorado law. "Proceeding," as used in this Article 9, means any

threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Colorado law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Colorado Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in

the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Colorado Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Colorado. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.


10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.


[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 2-26-2023



Signature of Joshua Nathan Votruba



Signature of Amber Glenna Votruba

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Joshua Nathan Votruba 135 Drover Ridge Dr Newark, Texas 76071	<u>\$75,000.00</u>	50%
Amber Glenna Votruba 135 Drover Ridge Dr Newark, Texas 76071	<u>\$ 75,000.00</u>	50%

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1003
82-1271021

4-13-2023
Date

Pay to the Order of Colorado Dept of Revenue \$ 1100.00

one thousand one hundred dollars two/100 dollars

The Gunnison Bank
222 West Tomback - P.O. Box 119 9701-0020
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

APPLICATION FEE FOR TRANSFER

FOR LIQUOR LICENSE

⑆10201276⑆ 66990⑆ 0100⑆

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1004
82-1271021

4-13-2023
Date

Pay to the Order of Colorado Dept of Revenue \$ 500.00

five hundred dollars two/100 dollars

The Gunnison Bank
222 West Tomback - P.O. Box 119 9701-0020
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

TAVERN LICENSE (CONT)

FOR LIQUOR LICENSE

⑆10201276⑆ 66990⑆ 0100⑆

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1008
82-127/1021

4-13-2023

Date CHECK ARMOR

Pay to the Order of TOLC \$ 25.00

Twenty five dollars tw/100 Dollars

The Gunnison Bank
832 West Tompohi, P.O. Box 119 (970) 641-0320
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

For BUSINESS LICENSE FEE
Bus license

⑆ 102101276⑆ 66990⑈ 01008

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1006
82-127/1021

4-13-2023

Date CHECK ARMOR

Pay to the Order of TOLC \$ 100.00

one hundred dollars tw/100 Dollars

The Gunnison Bank
832 West Tompohi, P.O. Box 119 (970) 641-0320
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

For temp liquor license fee

⑆ 102101276⑆ 66990⑈ 01006

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1001
82-127/1021

4-13-2023

Date CHECK ARMOR

Pay to the Order of TOLC \$ 750.00

Seven hundred fifty dollars tw/100 Dollars

The Gunnison Bank
832 West Tompohi, P.O. Box 119 (970) 641-0320
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

For TRANSFER OF OWNERSHIP FEE
liquor license

⑆ 102101276⑆ 66990⑈ 01001

CREEKSIDE CONCEPTS LLC
PACKER SALOON & CANNIBAL GRILL
PO BOX 670
LAKE CITY, CO 81235

1002
82-127/1021

4-13-2023

Date CHECK ARMOR

Pay to the Order of TOLC \$ 75.00

Seventy five dollars tw/100 Dollars

The Gunnison Bank
832 West Tompohi, P.O. Box 119 (970) 641-0320
Gunnison, Colorado 81230-0119
THE GUNNISON BANK AND TRUST COMPANY

For LOCAL CITY FEE
liquor license

⑆ 102101276⑆ 66990⑈ 01002